Memorandum

MIAMI-DADE COUNTY

Date: November 4, 2010

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

Agenda Item No. 10(A)(1)

From: George M. Burgess
County Manager

Subject: Resolution Approving a Contract Award Recommendation for FY 2010-11 Between Miami-Dade County and Victims Response, Inc. for Operation of the County's Northwest Domestic Violence Center

---

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the contract award recommendation for FY 2010-11 between Miami-Dade County and Victim Response, Inc. (VRI), for operation of The Lodge, the County's Northwest Domestic Violence Center commencing January 1, 2011 through September 30, 2011 in the amount of $1,286,250 (Exhibit A). This contract amount is annualized, or adjusted, for a term of nine (9) months based on the negotiated annual award of $1,715,000. Due to unanticipated time constraints encountered in the competitive procurement selection and award process, the previous contract with the Provider was extended for three (3) months to ensure continuity of services at the Center while the award is reviewed by the Board. Similarly, the three (3) month extension for the term October 1, 2010 through December 31, 2010, was prorated in the amount of $428,750. The nine (9) month amount of $1,286,250 and the three (3) month amount of $428,750 combined equal the negotiated annual award of $1,715,000. It is further recommended that the Board approve the Lease Agreement that delineates the responsibilities of the County and the Provider for occupation and maintenance of the building and its contents (Exhibit B) and authorize the County Mayor or County Mayor's Designee to negotiate, execute, amend and extend contracts and agreements as required following approval by the County Attorney's Office, on behalf of Miami-Dade County.

Scope

Although the Center is physically located in Northwest Miami-Dade County, the impact is countywide in scope because it serves participants throughout the County.

Fiscal Impact/Funding Source

The Domestic Violence Oversight Board (DVOB) Trust Fund receives fifteen percent (15%) of the Local Option Food and Beverage Tax proceeds for the creation and operation of domestic violence centers. The Northwest Domestic Violence Center operation is funded by proceeds from the Food and Beverage Tax and further supported by additional resources (grants, donations, in-kind services) developed by the Provider as required by this contract. The initial term of the contract to be awarded shall be for nine (9) months commencing January 1, 2011 through September 30, 2011 in the amount of $1,286,250. The contract includes an option to renew for four (4) additional one year terms (October 1st through September 30st for each renewal year) at the County's sole discretion and pending availability of funding. The base contract amount for each renewal year is $1,715,000, which includes $1,615,000 for center operation and up to $100,000 per year for maintenance, small repair services and replacement costs based on life cycle considerations for equipment. The County shall not be responsible for repairs, maintenance or replacement costs which exceed $100,000 per year. However, the County reserves the right to fund these expenditures at its sole discretion. Annual renewals

may also include up to a 3% increase, or such increase or decrease determined to be appropriate, and as available, pending approval of the County.

Track Record/Monitor
This contract will be monitored by the Homeless Trust through the staff of the DVOB.

Background
In 1994 Miami-Dade County pursuant to Ordinance 94-156, established the only Domestic Violence Oversight Board ("DVOB") in the State of Florida comprised of fifteen voting members, thirteen appointed by the Miami-Dade Board of County Commissioners and two appointed by the County Manager. The DVOB oversees the portion of the Local Option Food and Beverage Tax proceeds dedicated to the construction and operation of domestic violence centers. Under Florida Statute §212.0306, a tax is imposed on food, beverages, or alcoholic beverages in establishments licensed by the State to sell alcoholic beverages for consumption on the premises. The County's Northwest Domestic Violence Center was constructed solely with proceeds from the Local Option Food and Beverage Tax. Following a competitive bid process, a contract to operate the center was awarded and it became operational in March 2004.

During the December 18, 2008 regular meeting of the DVOB a motion was approved to recommend a new competitive bid process for operation of the Northwest Domestic Violence Center. Subsequently, on April 16, 2009 the County issued a Request for Proposals (RFP#680) for continued operation of the Northwest Domestic Violence Center. However, the RFP was cancelled in order to review the current service continuum for domestic violence services and in order to develop a coordinated countywide plan for delivering services that meets the needs and provides for the greatest availability and accessibility to services for domestic violence victims and their dependents. In addition to management of the Northwest Domestic Violence Center, the County was also exploring options for acquisition and operation of a second center with the Food & Beverage Tax to accommodate some of the unmet needs for domestic violence related services.

The Board approved Resolution No. R-624-10 authorizing the County Mayor or County Mayor's designee to utilize the Homeless Trust to issue a Request for Proposals to operate the County's Northwest Domestic Violence Center during the June 3, 2010 Commission Agenda. The RFP was issued on June 21, 2010 and applications were received on July 22, 2010. The County Manager appointed a selection committee and the evaluation and ranking of applications was completed on July 26, 2010. The selection committee forwarded a recommendation to the County Manager via the attached memorandum to award the contract to Victim Response, Inc.

With approval of this contract award the selected provider will serve as a cornerstone for implementing a more effective and sustainable countywide system of domestic violence services.

Attachments

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: November 4, 2010

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

SUBJECT: Agenda Item No. 10(A)(1)

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. 10(A)(1)
11-4-10

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION FOR FY 2010-11 IN THE PRO-RATED AMOUNT OF $1,286,250 FOR NINE MONTHS AND AN ANNUAL BASE RATE OF $1,715,000 FOR FY2010-11 AND SUBSEQUENT RENEWALS BETWEEN MIAMI-DADE COUNTY AND VICTIM RESPONSE, INC. FOR OPERATION OF THE NORTHWEST DOMESTIC VIOLENCE CENTER; APPROVING THE LEASE AGREEMENT THAT DELINEATES RESPONSIBILITIES OF THE COUNTY AND THE PROVIDER FOR OCCUPATION AND MAINTENANCE OF THE BUILDING AND ITS CONTENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE, EXECUTE, AMEND AND EXTEND CONTRACTS AND AGREEMENTS AS REQUIRED

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:

Section 1. Approves the contract award recommendation for FY 2010-11 in the amount of $1,715,000 between Miami-Dade County and Victim Response, Inc. for operation of the Northwest Domestic Violence Center; and approves the Lease Agreement that delineates the responsibilities of the County and the Provider for occupation and maintenance of the building and its contents.

Section 2. Authorizes the County Mayor or County Mayor's designee to negotiate, execute, amend and extend contracts and agreements as required following 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:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2010. 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.

Shannon D. Summerset

EXHIBIT A

CONTRACT

This Contract made and entered into as of this 1st day of January, 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, 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 human and social services (hereinafter referred to as "Services") for the County.

WHEREAS, the Home Rule Charter authorizes the 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 Mayor or the Mayor's designee; and

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

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services **Attachment A** and the Budget Documents **Attachment B** and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A**, which details the work to be performed by the Provider.

j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

ARTICLE 2. <u>AMOUNT PAYABLE</u>. Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

Northwest Domestic Violence Center Operation	$1,211,250
Minor Maintenance, Small Repairs, Replacement Costs	$ 75,000* (see Article 17,section 4)

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

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.

The County, at its sole discretion, may allow Provider an advance of 25% of the approved annual budget once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County.

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A.**

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

ARTICLE 4. BUDGET SUMMARY

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

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the Effective Term of this Contract shall be for nine (9) months commencing January 1, 2011 through September 30, 2011. The contract may be renewed for four (4) additional one year terms at an annual contract amount of $1,615,000 for center operations and $100,000 for maintenance (see Article 17,section 4), by the County at its sole discretion and pending availability of funding. Additionally, the County reserves the right to renew the contract based on the availability of funds, contractor performance, and based on the sole discretion of the County. Renewals may include up to a 3% increase, or such increase or decrease determined to be appropriate, and as available, pending approval of the County.

ARTICLE 6. 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 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 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, Fla. Stat., subject to the provisions of that 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 judgment 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.** 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 Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. <u>INSURANCE</u>

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish 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 Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance 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.**

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

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

F. 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:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to 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

2. 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 a member of the Florida Guaranty Fund.

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

H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.

I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.

J. **Applicability of this Article.** Providers whose combined total award for all services funded under this Contract exceed a $25,000 threshold. In the event that the Provider whose original total combined award in less than $25,000, but receives additional funding during the contract period which makes the total

combined award exceed $25,000, then the requirements in this Article shall apply.

K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. **Licensure.** The Provider shall maintain a copy of all required current licenses or certificates. This documentation should remain on file at the Provider's agency and shall be made available to the County for on-site review and audit.

If the Provider fails to furnish the County with the licenses or certificates requested 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 forty-five (45) days of the County's request may result in termination of this Contract.

B. **Background Screening.** Only employees and subcontracted personnel with a satisfactory national criminal 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 juveniles.

Unless specifically requested by the County in writing, the Provider is not required to submit any background screening information to the County. This documentation should remain on file at the Provider's agency and shall be made available to the County for on-site review and audit. When applicable, if the Provider fails to furnish the County with proof of the satisfactory background screening required under this Article, the County shall not disburse any funds until the County is provided with documented proof that the required background screening was initiated.

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

Pursuant to the above passage from Florida Statutes, it is required that all provider agency personnel working directly with children must have a completed Level 1 Screening

response from the Florida Department of Law Enforcement that indicates that there has been no prior involvement in any of the disallowed conditions, before beginning work with client youths. Level 1 Screenings can be accomplished electronically on line with the Florida Department of Law Enforcement: www.fdle.state.fl.us/CriminalHistory/. In addition, recognizing that Level 2 Screening can take several weeks, Level 2 Screening must be initiated prior to beginning work directly with clients.

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

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

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

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

ARTICLE 9. CONFLICT OF INTEREST

A. 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.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The

assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

ARTICLE 10. 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 on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; 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. §6101, 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. §12101 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 a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave 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.

ARTICLE 11. 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, 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 Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;
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 Provider must give its clients 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. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: David Raymond, Executive Director
Electronic mail: dray@miamidade.gov

If to the PROVIDER:

Angela Diaz-Vidaillet
President & Chief Executive Officer
Victim Response, Inc.
P.O. Box 470728
Miami, Florida 33147
Electronic mail: angelad@thelodgemiami.org

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and 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.

ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and

cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 15. 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) if applicable, the Provider does not furnish upon request by the County 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 Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; and (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C);** or (15) 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.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP).

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. In the event of termination, the County may: (a) request the return of 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; (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. 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 in 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. 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 debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **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.

ARTICLE 16. TERMINATION FOR CONVENIENCE

The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further

expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the health, safety, or welfare of the County then it may do so upon twenty-four (24) hours notice to the Provider.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **Cost Reimbursement-How payment will be made.** Upon execution of the Contract, the Provider may submit an invoice and the County will provide twenty-five percent (25%) of the approved budget. Thereafter, the Provider will be reimbursed on a monthly contractual basis. Reimbursement will be made for actual expenses incurred during the contract period. Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the County, shall render the Provider in non-compliance with this covenant and, at the option of the County, the Provider will forfeit its claim to any reimbursements for that specific month's reimbursement request or the County may invoke the termination provision in the ensuing contract by giving five (5) days written notice of such action to be taken. The Provider must have sufficient financial resources to meet the expenses incurred during the period between the purchase of services and payment by the County. It is anticipated that the County will pay for services rendered within twenty-one (21) calendar days of receipt of invoices, deemed correct and acceptable by the County. Payment requests shall be made to the County on a monthly basis and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment D** ("Monthly Summary of Expenditures Report"). The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.

2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.

3. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

4. Special Conditions: Any amounts stated herein are subject to available funding. The pro-rated amount for nine (9) months is $1,286,250 which includes $1,211,250 for center operation and up to $75,000 for maintenance and small repair services and replacement costs (under $5,000 per incident or $10,000 per piece of equipment) based on life cycle considerations for equipment. The County shall not be responsible for repairs, maintenance or replacement costs which exceed $100,000, per year. However the County reserves the right to fund these expenditures at its sole discretion. The Provider must maintain the Center and provide a maintenance plan that ensures upkeep of the facility making sure the Center's three (3) kitchens, laundry facilities, counseling and training rooms, gathering areas, children's playroom, staff offices, the outside play area for children and all other areas are clean and in good condition and repair. Maintenance includes utilities, pest control, fueling and testing of the emergency generator, fire alarm system and fire suppression system maintenance and monitoring, electric gate maintenance, and grounds maintenance. The Provider shall have at least one full-time custodial worker to maintain a clean and healthy environment in the residential areas of the Center, including the kitchens and laundry rooms. The custodial worker is in addition to the custodial services the Provider shall provide to maintain a clean and healthy environment at the Center.
   Repairs of the facility and its contents (i.e., washers, dryers, stoves, refrigerators, and dishwashers; window coverings; security system; card-key security access system, fire system, and other equipment as identified by County) costing over $5,000 per incident, or a total of $10,000 per piece of equipment, shall be approved by the County on a case by case basis for items not otherwise covered by the Provider's liability insurance. The provider shall obtain a minimum of three bids for repairs and/or replacement of equipment and shall present said bids to the County. The provider shall utilize the lowest bidder unless there is written justification and approval from the County to go with the next lowest bidder. In cases where the costs exceed $5,000 the County must approve all expenses prior to the provider expending any funds. Failure to obtain the County's approval for expenditures which exceed $5,000 shall result in the disallowance of those expenses.

The Provider shall develop sufficient cash revenues through fundraising efforts, grant partnerships, and other innovative strategies to offset operating costs and to increase capacity for program development and service delivery. The Provider shall match at least ten percent (10%) of the budget amount and incorporate the match within the budget. The match may be a combination of cash and in-kind goods and services, but must be at least fifty percent (50%) cash.

A. **Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

The County reserves the right, at its sole discretion to convert this Contract to a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

Once the County, in its sole discretion has made the determination to convert to a cost-based method, the Provider shall submit to the Contract Manager, the Monthly Summary of Expenditures Report on the form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 25th of the month following the month for which reimbursement is requested.

B. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

C. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. 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.

D. **Reporting Requirements.** Failure to submit to the County the Monthly Summary of Expenditures Report and the Monthly Performance Report **(Attachment E)** on forms provided by the County in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

E. **Final Reports/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final performance and expenditure reports to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County 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 the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. 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 final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

ARTICLE 18. 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. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

E. **Lobbying.** The Provider shall not use funds provided under this contract for lobbying purposes, including payments to organizations that lobby on behalf of the Provider's interests.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate 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 Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's

President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form; (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **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 County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **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 or approval. 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 ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of three (3) years from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** To establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval,

organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County'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 County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract or future funding is dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

ARTICLE 20. Office of Miami-Dade County Inspector General and the Commission Auditor

The Provider understands that it may be subject to an audit, random or otherwise, by the Office of Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Independent Private Sector Inspector General Reviews. The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or

program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Provider under this contract will be assessed one quarter (1/4) of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Provider shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposed budget form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

ARTICLE 21. 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 County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract hereunder, the Provider will inform

the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.

5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.

d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.

f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 23. 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 and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the official Miami-Dade County logo on all materials) 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 Miami-Dade County logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. 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. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** 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 made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's 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 modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) 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. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment F**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

H.. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, 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:

I.. **Property.** This section applies to equipment with an acquisition cost of $5,000 or more per unit and all real property.

a. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the County and any equipment purchased for $5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

b. All equipment with an acquisition cost of $5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the County, or transferred to the Provider after being purchased in whole or in part with funds from the County shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with County funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased.

c. All equipment with an acquisition cost of $5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami Dade County Affidavits
Attachment D:	Monthly Summary of Expenditures Report
Attachment E:	Monthly Performance Report
Attachment F:	FCADV Incident Report Form
Attachment G:	Lease Agreement

No other agreement, 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 and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

VICTIM RESPONSE, INC.

By: [signature]

Name: Angela Diaz-Vidaillet

Title: CEO

Date: 9/27/10

Attest: [signature]
Authorized Person OR
Notary Public

Print Name: Nancy Triana

Title: Operations Director

Corporate Seal OR Notary Seal/Stamp:

NANCY E. TRIANA
MY COMMISSION # DD 776866
EXPIRES: April 8, 2012
Bonded Thru Notary Public Underwriters

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Print Name: _____

Attachment A:

Scope of Services

Scope of Services for FY2010-2011 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 Northwest Domestic Violence Center is 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 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 (65H-1) and any modification from the Florida Coalition Against Domestic Violence (FCADV).

II. The Provider shall also:

1. Execute and abide by the terms of the **Lease Agreement** with Miami-Dade County for the property (building and grounds of the Northwest Domestic Violence Center). The yearly cost of the agreement will be $10 ($7.50 pro-rated for nine months). 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 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 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 program participants 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 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.

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 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 Center'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/licensed security 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 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 trained staff, paid or unpaid, which must be available to care for the children of victims while they are receiving services at the Center.

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

24. 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.

25. 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.

26. 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.

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

28. 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.

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

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

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

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

33. 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.

34. 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.

35. Ensure that all employees have completed and passed Level 1 Screening from the Florida Department of Law Enforcement (FDLE) and that Level 2 Screening has been initiated prior to beginning to work directly with clients, pursuant to Florida Statute 985.01 2(a). This requirement includes temporary workers and subcontractors.

36. 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.

37. 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.

38. From the money received from the County, set-aside in the provider's budget a minimum of **$100,000** ($75,000 pro-rated for nine months) for direct relief to victims following an approved eligibility and distribution protocol.

39. From the money received from the County, set-aside in the provider's budget a minimum of **$40,000** ($30,000 pro-rated for nine months) to cover the costs of outside daycare services for the children/dependents of the victims following an approved eligibility and distribution protocol.

40. 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.

41. Make all efforts to provide services to victims in their native languages to the extent possible by maintain linguistic competency. At the very least, all

documents and forms provided to the Center's participants should be available in English, Spanish and Creole.

42. 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.

43. Strictly adhere to all provisions of the Contract, including Article 4 - Budget Summary and Article 17 – Payment Procedures (1-4), 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 Center and the participants being served.

V. The Miami-Dade County shall monitor this contract and evaluate the services of the Center, offering technical assistance where necessary.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Outcome/Output Measures and Reports

The County encourages the following outcomes for the clients served at the Center:

A. Seventy-five percent (75%) of all adult clients filling out a client exit satisfaction form;

B. Eighty percent (80%) of those completing the exit satisfaction form, reporting satisfaction or above with the services received;

C. One Hundred percent (100%) of all clients provided information on Injunctions for Protection;

D. One Hundred percent (100%) of all clients provided information regarding services available at Miami-Dade County's Coordinated Victims Assistance Center;

E. One Hundred percent (100%) of adult and child victims at the Center having more than seventy-two (72) hours at the Center obtain a family Safety and Security Plan ("Safety Plan") when they leave the Center. The key elements of a **Safety Plan** shall include, at a minimum;

   1. Risk Assessment
   2. Abuser Patterns
   3. Escape Plan
   4. Client Signature

F. One Hundred percent (100%) of all adult clients provided with information on relocation funds through crimes compensation and through Temporary Assistance for Needy Families (TANF);

G. One Hundred percent (100%) of families with children receive information regarding Medicaid, Kid Care, and other free or low-cost health insurance programs for children and families;

H. One Hundred percent (100%) of families expressing an interest in these programs (free or low-cost health insurance), receiving assistance from the selected Proposer in completing applications and any forms required to determine eligibility and enrollment;

I. One Hundred percent (100%) of all staff paid and unpaid attending and completing within six (6) months 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 three (3) months of employment; and

J. One Hundred percent (100%) of all children in the Center for more than seventy-two (72) hours have a child assessment.

K. Provider will propose measurements demonstrating outcomes for participants leaving the center (e.g., housing alternatives, self-sufficiency measures).

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 IDENTIFYING THE REASONS AND ACTIONS THAT WILL BE TAKEN TO RESOLVE THE SITUATION.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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: Change in 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)

ATTACHMENT B

BUDGET/BUDGET NARRATIVE

Attachment C

MIAMI-DADE COUNTY HOMELESS TRUST

MIAMI-DADE COUNTY REQUIRED 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, _____, 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):

_____
Federal Employer Identification Number (If none, Social Security)

_____
Name of Entity, Individual(s), Partners, or Corporation

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

_____
Street Address City State Zip Code

___ 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
		%
		%
		%

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):

_____

_____

_____

_____

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 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:	____ Males	____ Females	Asian:	____ Males	____ Females
Black:	____ Males	____ Females	American Indian:	____ Males	____ Females
Hispanics:	____ Males	____ Females	Aleut (Eskimo):	____ Males	____ Females
_____:	____ Males	____ Females:	_____:	____ Males	____ Females

__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.

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

_____ 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.

_____ 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;

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

__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 ____ 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 ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

__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.

__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.

__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.

__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.

__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. 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.

__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) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

201__ by _____. He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ Notary Seal
(State)

ATTACHMENT D

MONTHLY SUMMARY OF EXPENDITURES REPORT

ATTACHMENT E

MONTHLY PERFORMANCE REPORT

&ATTACHMENT F

INCIDENT REPORT FORM

FCADV
Florida Coalition Against Domestic Violence

ATTACHMENT I
DOMESTIC VIOLENCE SERVICES GENERAL INCIDENT REPORT

This form may be faxed to (888) 749-0991 or emailed to IncidentReporting@fcadv.org

Initial Report Supplemental Report Amended Report

Section 1: General Information

Center Name: **Report Number (Center Identification):**

Staff Name if applicable:

Program Participant File # if applicable:

Dependents File Number if applicable:

Additional Names or Program Participants File #:

Telephone Notification to FCADV: **Date of Call:** **Time of Call:**

Call from: **Call to:**

Incident Report Distribution:
(CHECK ALL THAT APPLY)

Center File
FCADV Contract Manager
DCF, if applicable
Other Agency-Please Identify:

Law Enforcement Agency Notified? Yes No Specify Case #:

Emergency Medical Services Notified? Yes No

Is follow-up required? Yes No Specify:

Section 2: Background Information

Reporting Date: Date of Incident: Time of Incident:

Location Where Incident Occurred:

Type of Incident: Employee Related Participant-Related

(See FCADV Incident Reporting Procedures for definitions of the categories below)

1. Altercation
2. Serious Injury/Illness
3. Communicable Disease
4. Sexual Battery
5. Embezzlement
6. Closure of Facility/Outreach Office
7. Hotline Failure
8. Other Critical (Please Explain): Child was struck by security golf cart, injuries to be determined.

Section 3: Background Information

Section 4: Planned Corrective Actions/Countermeasures

Indicate all disciplinary, personnel, or corrective actions planned or taken, along with date of action.

Conflicts of concern addressed by participants were provided resolution

Center follow Up: Is a follow up report being prepared for submission to FCADV? Yes No

Section 5: Person Submitting Report

Name:

Title/Position: Phone/Pager/Mobile:

Name of Supervisor: Title: Phone No.:

ATTACHMENT G

LEASE AGREEMENT

LEASE AGREEMENT

THIS AGREEMENT made on the 1st day of January, 2011, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein referred to as the "LANDLORD," and Victim Response, Inc., 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 Northwest Domestic Violence Center, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of nine (9) months, commencing upon approval by the County Mayor or the County Mayor's designee and terminating nine (9) months thereafter, for and at a total rental of Seven Dollars and 50 Cents ($7.50), payable in one installment of Seven Dollars and 50 Cents ($7.50), in the first month of occupancy to the Board of County Commissioners, c/o the Homeless Trust 111 N.W. 1st Street, 27th Floor, 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) as set forth in the contract between Landlord and Tenant dated _____("Contract").

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, water service and electricity used by the TENANT and shall provide facility maintenance, custodial services and maintenance and service of the fire alarm and security systems.

ARTICLE IV
MAINTENANCE

The TENANT 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 TENANT will maintain and/or replace all original kitchen appliances and washing machines. The LANDLORD will maintain and/or replace telephone equipment owned and serviced by the County's Enterprise Technology Services Department (ETSD).

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 terms of the Contract to operate The Lodge as specified in Article 17 Section 4. (Special Conditions) between TENANT and LANDLORD shall govern maintenance and repairs of all items not otherwise specified in this Lease Agreement. 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 uninhabitable 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 County Mayor's 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, Homeless Trust, 111 NW 1st Street, 27th Floor, 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, Angela Diaz-Vidaillet, President & Chief Executive Officer, Victim Response, Inc., PO Box

470728, Miami, Florida 33147 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, Homeless Trust, 111 NW 1st Street, 27th Floor, 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.

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 LANDLORD.

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 Lease Agreement to be executed by their respective and duly authorized officers, the day and year first above written.

(CORPORATE SEAL)

WITNESS

(PROVIDER'S AUTHORIZED SIGNATURE)

WITNESS

(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
(LANDLORD)

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

By: _____
George M. Burgess
County Manager

#217494

Memorandum

MIAMI-DADE COUNTY

Date: July 26, 2010

To: George M. Burgess, County Manager

From: David Raymond, Executive Director
Miami-Dade County Homeless Trust

Subject: Report of Evaluation/Selection Committee for the Homeless Trust- Domestic Violence Center Operation Request for Proposals

---

The County issued a solicitation to obtain proposals from qualified firms for the operation of a Domestic Violence Center, effective October 1, 2010. The Center is funded in part by Food and Beverage Tax proceeds, with oversight by the Domestic Violence Oversight Board in their advisory role to the Board of County Commissioners, and administration under the direction of the Homeless Trust.

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates:
The Selection Committee appointed to review the Requests for Proposals (RFP) for a Domestic Violence Center Operator conducted its deliberations on July 26, 2010 to evaluate and score proposals submitted in response to the RFP.

Verification of compliance with minimum qualification requirements:
The solicitations had minimum requirements which were reviewed by the Chairperson, and the Committee and both proposals met the requirements.

There were two proposals received in a timely manner for consideration for funding. The Proposals were from: Victim Response, Inc. (VRI) and Miami-Dade County Department of Human Services (DHS).

Summary of Scores:
The final scores are as follows:

1. Name of Firm: Victim Response, Inc. (VRI)
Rating Score: 460 out of 500 points
Price: $1,715,000
Committee's Overall Ranking: Number One Ranked Application

2. Name of Firm: Miami-Dade County Department of Human Services
Rating Score: 415 out of 500 points
Price: $1,442,117
Committee's Overall Ranking: Number Two Ranked Application

The Evaluation/Selection Committee decided not to hold oral presentations, as the proposals did not require further clarification.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, VRI.

The following individuals will participate in the negotiations:

David Raymond, Executive Director, Miami-Dade County Homeless Trust
Elizabeth Regalado, Assistant Executive Director, Miami-Dade County Homeless Trust
Vaughn Tooley, Executive Director, Domestic Violence Oversight Board

Consensus Statement
The Evaluation/Selection Committee determined that the recommended proposer, VRI, holds the necessary experience and capabilities to effectively provide the required domestic violence center operation services. In terms of the factors considered in this evaluation, the selection committee expressed that the Victim Response, Inc's proposal was very detailed and specific. The proposal provided clear responses to each question in the RFP, which detailed how VRI provides services to victims of domestic violence, how they staffed a center and provided services. The committee expressed that the VRI proposal demonstrated: strong on-site services, excellent outcome measures, brought in a great deal of leveraged and volunteer resources, and reflected the agency's understanding of the needs of people experiencing domestic violence and service delivery. The committee recommended negotiations with VRI, in terms of potential cost savings.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Attachments

Approved

George M. Burgess 8/27/1 Date 8/25/10

Not Approved

George M. Burgess Date

C:\Documents and Settings\drav\My Documents\DVOB\Memo to County Manager, Domestic Violence Center Operator Negotiations Memo.doc

REQUEST FOR PROPOSALS (RFP) FOR DOMESTIC VIOLENCE CENTER OPERATION

VENDOR'S NAME

ME OF ORGANIZATION	NAME OF PROGRAM	DR - Chairperson	LRD	ER	VT	MTF	IA	DS(Alternative)	Total Score	Avg Score	Rank	AMOUNT REQUESTED BASED ON FUNDING LEVELS OF:			Comments:
tim Response , Inc	The Lodge Certified Domestic Violence Center		89	90	96	91	94		460	92	1	$ 1,715,000.00			negotiate contract review maintenance staff and $100,000 maintenance line
ue Code County Department of Human Services	Northwest Domestic Violence Center		86	71	85	86	87		415	83	2	$ 1,442,117.00			

Chairperson: [signature] Date 7-26-10

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: Miami-Dade County Dept of Human Services

Project Name: New Domestic Violence Center

Amount Requested: $1,442,117

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	9
• (2.4) Qualifications	20 pts.	17
• (2.5) Services to be Provided	35 pts.	33
• (2.6) Program Plan	10 pts.	8
• (2.7) Program Plan Outcomes	10 pts.	9
• (2.8) Center's Budget	15 pts.	10
	TOTAL	86

Evaluator's Signature

7-26-10
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: Victim Response, Inc

Project Name: The Lodge

Amount Requested: $1,715,000

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	9
• (2.4) Qualifications	20 pts.	19
• (2.5) Services to be Provided	35 pts.	33
• (2.6) Program Plan	10 pts.	9
• (2.7) Program Plan Outcomes	10 pts.	8
• (2.8) Center's Budget	15 pts.	13
	TOTAL	91

Evaluator's Signature

7-26-10
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: Dept. of Human Services

Project Name: Domestic Violence Center Operation (N.W)

Amount Requested: 1,442,117.00

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	10
• (2.4) Qualifications	20 pts.	15
• (2.5) Services to be Provided	35 pts.	31
• (2.6) Program Plan	10 pts.	7
• (2.7) Program Plan Outcomes	10 pts.	8
• (2.8) Center's Budget	15 pts.	15
	TOTAL	86

Evaluator's Signature

7/26/10
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: VRI; The Lodge, Inc

Project Name: Domestic Violence Center Operation (NW)

Amount Requested: $1,715,000 xx

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	10
• (2.4) Qualifications	20 pts.	19
• (2.5) Services to be Provided	35 pts.	32
• (2.6) Program Plan	10 pts.	8
• (2.7) Program Plan Outcomes	10 pts.	8
• (2.8) Center's Budget	15 pts.	12
TOTAL		89

Lucius Davis Pantoja
Evaluator's Signature

7/26/10
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: VRT

Project Name: The Lodge Certified DV Center

Amount Requested: 1.715,000
Match - 808,918

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives pg 1-13 Collaboration/partners *	10 pts.	10
• (2.4) Qualifications 14-32	20 pts.	20
• (2.5) Services to be Provided pg 33-55 database Comm. Education	35 pts.	30
• (2.6) Program Plan - 56-80	10 pts.	9
• (2.7) Program Plan Outcomes 81-86 & Purple Moose Camp Phillips Lodge participants	10 pts.	8
• (2.8) Center's Budget Tab 2 pg. 87	15 pts.	13
1 m health advocate - TH adv.		
1 T pt resource advocate Personnel. 5 f/T outreach advocates		
pages 87-92 6 F/T advocates 1 aide	TOTAL	90
1 P/T "		
1 F/T lead + 2 F/T child advocate		

Operations pg 93-98

Evaluator's Signature

July 26, 2010
Date

Match - 101 - 104

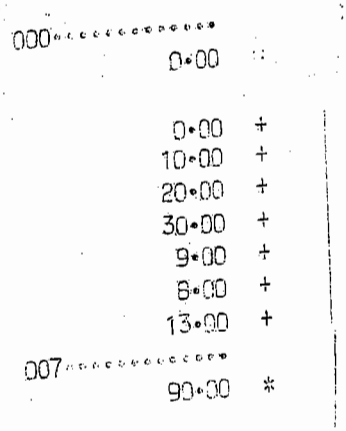
[illegible]

Teen Dating Prevention Team

Do Health

Security - 92K

X S alans $1,358,108



000.....

0.00

0.00 +

10.00 +

20.00 +

30.00 +

9.00 +

8.00 +

13.00 +

007.....

90.00 *

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: Dept of Human Services

Project Name: NW Domestic Violence Center

Amount Requested: $1,442,117 One year

788851 personnel 227500 program participants
425766 Direct 284179 match (19.71%)

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives pg 2 - 7	10 pts.	10
• (2.4) Qualifications pg 8-10 pg 8 - not primary mission	20 pts.	12
• (2.5) Services to be Provided pg 11-14 Staff schedule 57	35 pts.	25
• (2.6) Program Plan pg 38 - Shelter staff - seems small amount	10 pts.	7
• (2.7) Program Plan Outcomes pg 42 K?	10 pts.	5
• (2.8) Center's Budget pg. 44	15 pts.	12
TOTAL		71

partners [illegible] Budget/[illegible] (advocate program) Casa Form Counselling Services FIAC

Evaluator's Signature

July 26, 2010.
Date

(2) Staff level seems low

Overall - concerns what goes on @ the actual shelter? this seems to be all about CVAC

13 full Time direct program staff

I+R page 15 - tutoring - by whom?
page 15 - E2 pass - not in budget? survival supplies?

Who is the CYS? already established? role?
MDCPS - Upstart

Personnel - $788,157 13 direct H/T staff
Pg. 44.

Security - 150K

	94.00	+
001		
	94.00	*
000		
	0.00	*
	10.00	+
	12.00	+
	25.00	+
	7.00	+
	5.00	+
	12.00	+
006		
	71.00	*
000		
	0.00	*

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: MIAMI Dade COUNTY D.H.S

Project Name: NORTHWEST DOMESTIC Violence CENTER

Amount Requested: $1442 117.00

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	8
• (2.4) Qualifications	20 pts.	15
• (2.5) Services to be Provided Referencing Bureaucracy but few research based program details mentioned	35 pts.	30
• (2.6) Program Plan	10 pts.	9
• (2.7) Program Plan Outcomes outlined adequately but few details on how to get there	10 pts.	8
• (2.8) Center's Budget NOT [illegible]	15 pts.	13
	TOTAL	87

8.00 +
19.00 +
30.00 +
9.00 +
8.00 +
13.00 +
005 [illegible]
87.00 *

[signature] IMRAN ALI
Evaluator's Signature

7/26/10
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: Victim Response Inc.

Project Name: The Lodge Certified Domestic Violence Center

Amount Requested: $1,715,000.00

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives		10 pts.	9
• (2.4) Qualifications		20 pts.	19
• (2.5) Services to be Provided	Good details	35 pts.	33
• (2.6) Program Plan		10 pts.	9
• (2.7) Program Plan Outcomes	Good details given	10 pts.	10
• (2.8) Center's Budget		15 pts.	14
		TOTAL	94

9.00 +
19.00 +
33.00 +
9.00 +
10.00 +
14.00 +
105
94.00 *

Evaluator's Signature

7/26/10
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: DEPARTMENT OF HUMAN SERVICES

Project Name: NORTHWEST DOMESTIC VIOLENCE CENTER

Amount Requested: $1,442,117.00

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	8
• (2.4) Qualifications	20 pts.	18
• (2.5) Services to be Provided	35 pts.	30
• (2.6) Program Plan	10 pts.	8
• (2.7) Program Plan Outcomes	10 pts.	8
• (2.8) Center's Budget	15 pts.	13
TOTAL		85

Evaluator's Signature

7/26/2010
Date

REQUEST FOR PROPOSAL
FOR DOMESTIC VIOLENCE CENTER OPERATION

EVALUATION SHEET

Name of Provider: VICTIM RESPONSE, INC.

Project Name: THE LODGE CERTIFIED DOMESTIC VIOLENCE CENTER

Amount Requested: $1,715,000.00

Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation (100 points)

Proposals will be evaluated based on their response to the following sections of the RFP:

• (2.3) Objectives	10 pts.	10
• (2.4) Qualifications	20 pts.	20
• (2.5) Services to be Provided	35 pts.	33
• (2.6) Program Plan	10 pts.	10
• (2.7) Program Plan Outcomes	10 pts.	9
• (2.8) Center's Budget	15 pts.	14
	TOTAL	96

Vaughn Foley
Evaluator's Signature

7/26/2010
Date

Memorandum

MIAMI-DADE COUNTY

Date: July 22, 2010

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Miami-Dade Homeless Trust (MDHT) Request for Proposals for the Domestic Violence Center Operation

---

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Evaluation/Selection Committee for the Miami-Dade Homeless Trust Request for Proposals for the Domestic Violence Center Operation:

Selection Committee
David Raymond, MDHT (Non-Voting Chairperson)
Elizabeth Regalado, MDHT
Vaughn Tooley, DVOB/MDHT
Lucia Davis-Raiford, HR&FEP
Maxine Thurston-Fischer, The Thurston Group
Imran Ali, CAA
David Sweet, HCD (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The MDHT may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the MDHT and the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Julie Edwards, Executive Director, CAA
Shalley Jones Horn, Director, HCD
Penelope Townsley, Director, SBD

<u>Selection Committee</u>
David Raymond, MDHT (Non-Voting Chairperson)
Elizabeth Regalado, MDHT
Vaughn Tooley, DVOB/MDHT
Lucia Davis-Raiford, HR&FEP
Maxine Thurston-Fischer, The Thurston Group
Imran Ali, CAA
David Sweet, HCD (Alternate)

EVALUATION/SELECTION COMMITTEE
MIAMI-DADE HOMELESS TRUST
REQUEST FOR PROPOSALS
DOMESTIC VIOLENCE CENTER OPERATION

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses/ Certifications	Telephone #
David Raymond Executive Director Non-Voting Chairperson	MDHT	2002	White Male	Masters in Mental Health Counseling	Certified Rehabilitation Counselor, Real Estate	(305) 375-1491
Elizabeth Regalado Assistant Director	MDHT	1977	Hispanic Female	Masters in Social Work	None	(305) 375-5739
Vaughn Tooley Executive Director Domestic Violence Oversight Board	DVOB/MDHT	1988	Black Male	Masters in Clinical Psychology	None	(305) 375-2861
Lucia Davis-Raiford Director	HR&FEP	2003	Black Female	Juris Doctorate	None	(305) 375-2784
Maxine Thurston-Fischer President & CEO The Thurston Group	--	--	Black Female	Doctorate in Social Work	None	(305) 899-1639
Imran Ali Administrative Officer 2	CAA	2005	White Male	Masters in Business Administration	None	(786) 469-4637
David Sweet Program Manager (Alternate)	HCD	1984	White Male	Masters in Public Administration	None	(786) 469-2158