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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 2, 2008

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

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

From: George M. Burgess
County Manager

Resolution No. R-1322-08

Subject: Resolution Authorizing Approval and Execution of Coordination and Fare Agreements for the Coordination of Transportation Disadvantaged Services in Miami-Dade County

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) retroactively approve the Coordination and Fare Agreements between Miami-Dade County, as the Community Transportation Coordinator (CTC) with the following agencies/entities: Action Community Center, Inc.; Allapattah Community Center, Inc.; Association for Retarded Citizens of South Florida (Adult and Children's programs); Citrus Health Network, Inc.; Community Health of South Florida, Inc.; Concept House, Inc.; DEEDCO Gardens, Inc.; Douglas Gardens Community Mental Health Center, Inc.; Fellowship House; GALATA Inc.; Goodwill Industries, Inc.; Florida PACE Centers, Inc.; Fresh Start of Miami-Dade; Hebrew Homes Health Network; Hialeah Housing Authority; Hope Center, Inc.; James E. Scott Community Association; Jewish Community Services of South Florida; MACtown, Inc.; Miami Behavioral Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Lighthouse for the Blind; Miami Jewish Home and Hospital for the Aged; New Horizons Community Health Center, Inc.; Michael Ann Russell Jewish Community Center; North Miami Foundation for Senior Citizens Service, Inc.; Southwest Social Services Program, Inc.; Spectrum Programs, Inc.; St. Anne's Nursing Center; Sunrise Community, Inc.; United Cerebral Palsy Association of Miami, Inc.; University of Miami-Debbie School; and Villa Maria Nursing and Rehabilitation Center, Inc.; for the provision of safe, cost-efficient coordinated transportation for the transportation disadvantaged in Miami-Dade County.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

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

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or his designee, to execute the Agreements.

TRACK RECORD/MONITOR

MDT has entered into numerous transportation agreements with this Florida Department of Transportation-funded program over the course of more than 11 years. The project manager responsible for this agreement is Harry Rackard, Manager, Miami-Dade Transit (MDT), Transit Mobility Planning.

BACKGROUND

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

The Coordination and Fare Agreements are required by State law (s.427.013 (21), F.S.) to ensure that publicly funded transportation services are provided in the most cost effective manner. Attached is a sample agreement between the County and the Hope Center, Inc.; the agreements with the other agencies are all similar in format. Funding for the vehicles under the Section 5310 Grant is 80% Federal, 10% State, and 10% from the agency receiving the vehicle. There are no County capital funds involved. The State administers the program.

The effective dates of these Agreements are July 2008 through June 2009. However, due to the late receipt of several agreements from the agencies, Miami-Dade Transit contacted FDOT and, in consultation with FDOT, granted additional time to allow for all agencies to submit their new 2008-2009 Agreements. Therefore, retroactive approval is now requested.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 2, 2008

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

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

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

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(A)
12-2-08

RESOLUTION NO. **R-1322-08**

RESOLUTION AUTHORIZING RETROACTIVE APPROVAL AND EXECUTION OF COORDINATION AND FARE AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH ACTION COMMUNITY CENTER, INC.; ALLAPATTAH COMMUNITY CENTER, INC.; ASSOCIATION FOR RETARDED CITIZENS OF SOUTH FLORIDA (ADULT AND CHILDREN'S PROGRAMS); CITRUS HEALTH NETWORK, INC.; COMMUNITY HEALTH OF SOUTH FLORIDA, INC.; CONCEPT HOUSE, INC.; DEEDCO GARDENS, INC.; DOUGLAS GARDENS COMMUNITY MENTAL HEALTH CENTER, INC.; FELLOWSHIP HOUSE; GALATA INC.; GOODWILL INDUSTRIES, INC.; FLORIDA PACE CENTERS, INC.; FRESH START OF MIAMI-DADE; HEBREW HOMES HEALTH NETWORK; HIALEAH HOUSING AUTHORITY; HOPE CENTER, INC.; JAMES E. SCOTT COMMUNITY ASSOCIATION; JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA; MACTOWN, INC.; MIAMI BEHAVIORAL HEALTH CENTER, INC.; MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC.; MIAMI LIGHTHOUSE FOR THE BLIND; MIAMI JEWISH HOME AND HOSPITAL FOR THE AGED; NEW HORIZONS COMMUNITY HEALTH CENTER, INC.; MICHAEL ANN RUSSELL JEWISH COMMUNITY CENTER; NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS SERVICE, INC.; SOUTHWEST SOCIAL SERVICES PROGRAM, INC.; SPECTRUM PROGRAMS, INC.; ST. ANNE'S NURSING CENTER; SUNRISE COMMUNITY, INC.; UNITED CEREBRAL PALSY ASSOCIATION OF MIAMI, INC.; UNIVERSITY OF MIAMI-DEBBIE SCHOOL; AND VILLA MARIA NURSING AND REHABILITATION CENTER, INC.

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 retroactively approves the Coordination and Fare Agreements between Miami-Dade County and Action Community Center, Inc.; Allapattah Community Center, Inc.; Association for Retarded Citizens of South Florida (Adult and Children's programs); Citrus Health Network, Inc.; Community Health of South Florida, Inc.; Concept House, Inc.; DEEDCO Gardens, Inc.; Douglas Gardens Community Mental Health Center, Inc.; Fellowship House; GALATA Inc.; Goodwill Industries, Inc.; Florida PACE Centers, Inc.; Fresh Start of Miami-Dade, Hebrew Homes Health Network; Hialeah Housing Authority; Hope Center, Inc.; James E. Scott Community Association; Jewish Community Services of South Florida; Mactown, Inc.; Miami Behavioral Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Lighthouse for the Blind; Miami Jewish Home and Hospital for the Aged; New Horizons Community Health Center, Inc.; Michael Ann Russell Jewish Community Center; North Miami Foundation for Senior Citizens Service, Inc.; Southwest Social Services Program, Inc.; Spectrum Programs, Inc.; St. Anne's Nursing Center; Sunrise Community, Inc.; United Cerebral Palsy Association of Miami, Inc.; University of Miami-Debbie School; and Villa Maria Nursing and Rehabilitation Center, Inc.; in substantially the form attached hereto and made a part thereof; and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

COORDINATION AND FARE AGREEMENT

THIS AGREEMENT made and entered into as of this 1 day of July 2008 by and between Hope Center, Inc, a corporation organized and existing under the laws of Florida having its principal offices at 666 SW 4th Street, Miami FL 33130 (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal offices at 701 N.W. 1st Court, Suite # 1700, Miami, Florida 33136 (hereinafter referred to as the "**County**") and represented by **MIAMI-DADE TRANSIT**, (hereinafter referred to as the "Coordinator").

W I T N E S S E T H:

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

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

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

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

A. **TERM OF AGREEMENT**

The terms and conditions of this Agreement shall be effective July 1, 2008 and will continue through June 30, 2009.

B. **SERVICE AND FARES**

The Provider shall provide the following type of transportation services:

1. The Provider's office hours and phone number by which services can be obtained are:

24 hours daily, seven days per week 305-386-9780

2. The Provider's service hours and days of operation are as follows:
24 hours daily, seven days per week

3. The Provider's cost in providing each one way trip is:
49.5 cents per mile. Unable to cost each trip as each trip is to a different locale

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

4. The calculation methodology used to justify the Provider's cost is as follows:
We use the federal reimbursement rate per mile for fuel, insurance and wear and tear.

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

6. The Provider shall provide the following transportation services (describe transportation services):
We provide transportation to leisure time activities, medical appointments, shopping for toiletries, groceries and clothing and any other location our residents require.

C. COMPLY WITH AUDIT AND RECORD KEEPING REQUIREMENTS

The Provider shall:

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

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

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

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

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

D. COMPLY WITH SAFETY REQUIREMENTS

The Provider shall:

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

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

E. INSURANCE REQUIREMENTS

The Provider shall:

Comply with the following minimum insurance requirements:

1. Insurance requirements

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

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

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

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

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

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

2. SELF-INSURER

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

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

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

F. SAFEGUARDING INFORMATION

The Provider shall:

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

G. PROTECT CIVIL RIGHTS

The Provider shall:

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

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

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

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

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

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

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

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

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

H. INDEMNIFICATION AND HOLD HARMLESS

The Provider shall:

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

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

The Provider shall comply with the following standards:

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

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

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

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

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

J. COMPLY WITH OTHER REQUIREMENTS AS FOLLOWS

The Provider shall:

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

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

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

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

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

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

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

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

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

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

K. TERMINATION CONDITIONS

1. Termination without cause:

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

2. Termination for Breach:

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

L. NOTICE AND CONTACT

The name and address of the contract manager for the Coordinator for this Agreement is: Mr. Harry A. Rackard, MDT Transit Mobility Planning Section, 3300 N.W. 32 Avenue, Miami, Florida 33142. The representative/position of the Provider responsible for administration of the program under this Agreement is:

Roxanne Tebo, Director of Community Based Living

M. CONFLICT OF INTEREST

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

N. AUTONOMY

Both parties agree that this Agreement recognizes the Autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an

agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

O. ORDER OF PRECEDENCE

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

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

PROVIDER:

Aileen Phelan
Signature

Acting Executive Director
Title

COUNTY:

George M. Burgess

County Manager
Title

COORDINATOR:

David R. Fialkoff

MDT - Chief, Service and
Mobility Planning Division
Local Transportation Coordinator
Title

Bruce Libhaber
Approved as to form and legal
Sufficiency

agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

O. ORDER OF PRECEDENCE

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

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

PROVIDER:

Signature

Acting Executive Director
Title

COUNTY:

George M. Burgess

County Manager
Title

COORDINATOR:

David R. Fialkoff

MDT - Chief, Service and
Mobility Planning Division
Local Transportation Coordinator
Title

Bruce Libhaber
Approved as to form and legal
Sufficiency

MIAMI-DADE COUNTY AFFIDAVITS

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

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT;

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

I Aileen Phelan/Hope Center, Inc., 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):

23-08-325220-56C

Federal Employer Identification Number (If none, Social Security)

Hope Center, Incorporated

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

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

666 Southwest 4th Street	Miami	FL	33130
Street Address	City	State	Zip Code

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

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

Full Legal Name	Address	Ownership
Hope Center, Inc.	666 SW 4th Street, Miami, FL	100 %
		%
		%

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

N/A

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

II. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT** (County Ordinance No. 90-133. Amending Section 2-8.1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000.00) or shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
   [ ] Yes [X] No

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

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

White:	2	Males	5	Females
Black:	5	Males	47	Females
Hispanic:	17	Males	38	Females
Asian:	0	Males	1	Females
American Indian:	0	Males	0	Females
Aleut (Eskimo):	0	Males	0	Females
Total: 115	24	Males	91	Females

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

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

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

IV. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT

(County Ordinance No. 92-15 codified as Section 2-8.1-2 of the County Code)

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

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

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

Compliance with Ordinance 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I have carefully read the entire seven (7) page document (numbered pages 11-17 of this package) entitled "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: Aileen Phelan 1/8/2008
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 8th day of January, 2008, by Aileen Phelan. He/She is personally known to me or has presented Personally Known to me as identification.
(Type of Identification)

Josefina C. Respeto #DD592184
(Signature of Notary) (Serial Number)

Josefina C. Respeto 9/05/2010
(Print or Stamp of Notary) (Expiration Date)

NOTARY PUBLIC - STATE OF FLORIDA
Josefina C. Respeto
Commission #DD592184
Expires: SEP. 05, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public - State of _____ Notary Seal
(State)

RESOLUTION FORM

A **RESOLUTION** of the Hope Center, Inc., Board of Directors authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, and the acceptance of a grant award from the Department.

WHEREAS, Hope Center, Inc., has the authority to apply for and accept grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE Hope Center Inc., Board of Directors, FLORIDA:

1. This resolution applies to an application for federal assistance under U.S.C. Section 5310.

2. The submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation is approved.

3. Aileen Phelan, Acting Executive Director is authorized to sign the application and accept a grant award, unless her authorization is specifically rescinded.

DULY PASSED AND ADOPTED THIS December 18, 2007

By: Karen M. Gottlieb
(Signature)

Karen Gottlieb, First Vice President

Hope Center, Inc., Board of Directors

ATTEST:

NOTARY PUBLIC - STATE OF FLORIDA
Josefina C. Respeto
Commission #DD592184
Expires: SEP. 05, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

(seal)

HOPE CENTER, INC. – BOARD OF DIRECTORS 2007

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HOPE
CENTER

Founded in 1955, Hope Center, Inc. is a non profit organization dedicated to supporting individuals with developmental disabilities.

DRUG-FREE WORKPLACE POLICY

Hope Center, Inc. is committed to safeguarding the health of our employees and providing a safe work environment for everyone. Because of this, the Company has implemented a Drug-Free Workplace Policy to comply with Florida Statute 440.102(Drug-Free Workplace).

It is a condition of employment to refrain from using illegal drugs or unauthorized controlled substances on or off the job. Employees are prohibited from using, possessing, distributing, dispensing, manufacturing, selling, or attempting to sell illegal drugs or any other unauthorized or mind-altering substances at any time while on or off Company property whether on duty or not and whether or not on Company business.

For purposes of this policy, an illegal drug is any substance which (a) is not legally obtainable; (b) may be legally obtainable but has not been legally obtained; or (c) is being used in a manner or for a purpose other than prescribed.

Violation of this policy will result in disciplinary action up to and including discharge from employment.

If you have any questions, please contact Jackie Romano.

666 SW 4th Street • Miami, Florida 33130 • 305.545.7572 • Fax: 305.325.0382
www.hopecenterhc.org

PARTIALLY SPONSORED/FUNDED BY FLORIDA DEPARTMENT OF CHILDREN & FAMILIES DISTRICT 11

Under Chapter 496, Florida Statutes, the Solicitation of Contributions Act, Hope Center's registration number is #SC-00181. "A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free within the state. Registration does not imply endorsement, approval, or recommendation by the state." (800)435-7352.

HOPE
CENTER

Founded in 1955, Hope Center, Inc. is a non profit organization dedicated to supporting individuals with developmental disabilities.

NOTICE
WE DRUG TEST

As part of our commitment to a drug-free workplace, we require our applicants to submit to a drug test, effective 12/5/07.

Your refusal to take the test, or your failure to pass the test according to minimum standards, will disqualify you from further consideration for employment. If you become employed by our organization you may be required to again submit to a drug test as requested, and your failure to pass the test in accordance with minimum standards will result in your termination of employment. All current employees are given 60 days notice of the implementation of the Drug Free Workplace program. After 60 days employees may then be required to submit to a drug screen.

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CONSENT AGREEMENT AND RELEASE OF LIABILITY

I hereby consent to an examination including screening for alcohol, drugs and for other chemical intoxicants. I further consent to allow the release of results of such testing to be provided to the Company or its agent, assignee, the Company's Medical Review Officer or a representative of the Unemployment Compensation Commission or other governmental agency, including my employer's Workers' Compensation Insurance Company.

If I am a job applicant, I understand that if I test positive for drugs or refuse to consent to be tested, I will be removed from further consideration for employment. If I am an employee, and if I test positive for drugs or refuse to consent to be tested, I may be disciplined up to and including termination.

I agree to hold harmless the Company, the testing company, and all of their employees and agents, including its designated Medical Review Officer, from any action that may arise out of such test results being provided to the Company. I further authorize the testing company to release any and all information concerning my drug test results to Jackie Romano in connection with any matter pertaining to the test results and any related matter arising from or connected with those results

As an **employee**, I understand and agree to abide by this company's Drug Free Workplace policy, under Florida statute 440.101 and 440.102, and have received a written 60-day notification of this program.

As a **job applicant**, I freely and voluntarily agree to a urinalysis drug screen as part of my application for employment and I understand a refusal to test, a positive confirmed drug test or a tampered with or an adultered specimen will disqualify me from employment, even if I have started work pending the results of the drug test. I understand I am still completing the application process and will not officially be an employee until the company receives a negative pre-employment drug test result. If I am employed by this company, I understand and agree to abide by this company's Drug Free Workplace policy, under Florida statute 440.101 and 440.102, as stated above.

Date: _____ Print Name: _____

Witness: _____ Signature: _____
Company Representative

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Hope Center, Inc.

Drug-Free Workplace Policy

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I hereby acknowledge that I have received and read a summary of the Company's Drug-Free Workplace policy. I have had an opportunity to have all aspects of this material fully explained. I understand that the full text of the Drug-Free Workplace policy is available upon request. I also understand that I must abide by the policy as a condition of employment, and any violation may result in disciplinary action, up to and including discharge.

Further, I understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company, and disciplinary action up to and including discharge may result if: 1) I refuse to consent to such testing, 2) I refuse to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations, 3) I refuse to authorize release of the test results to the Company, 4) the tests establish a violation of the Company's drug-free workplace policy, 5) I otherwise violate the policy. I understand that a tampered or an adultered drug and/or alcohol test will result in immediate termination of employment. I understand that a confirmed positive drug and/or alcohol will result in immediate termination of employment. If I am injured in the course and scope of my employment and test positive, I forfeit my eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Florida Statutes 440.101, 440.102(5). I also understand that a refusal to test under the circumstance will automatically result in a forfeiture of my eligibility for medical and indemnity benefits and immediate termination from employment. A tampered with or an adultered specimen or a refusal to test may result in forfeiture of unemployment benefits under Florida law.

I also understand that the Drug-Free Workplace policy and related documents are not intended to constitute a contract between the Company and me, and that this policy is subject to change at the Company's sole discretion.

I further state that I have read the foregoing acknowledgment and understand the contents thereof and sign the same of my own free will.

Signature: _____ Date: _____

Witness: _____ Date: _____

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SUMMARY OF
DRUG FREE WORKPLACE POLICY

Effective: 12/5/07

This Company requires all employees to report to work without any alcohol or illegal, mind altering or unauthorized controlled substances (drugs) in their systems. We also will not tolerate employees manufacturing, using, selling, possessing, distributing, dispensing or making arrangements to distribute illegal drugs or other unauthorized controlled substances while at work or on Company property or otherwise engaged in Company duties. Further, outside conduct that affects your work, our relationship with co-workers, or the public, or reflects badly on the Company is prohibited. Violation of these rules will subject you to discipline, including discharge.

In order to enforce these rules, we reserve the right to require employees to submit at any time to urinalysis, blood, breath, or other tests to determine the presence of prohibited substances. We will utilize confirmation tests and careful collection and testing procedures to ensure that we obtain an accurate result. We also reserve the right to search desks, cabinets, toolboxes, vehicles, bags or any other property at the Company or in its vehicles. Failure to consent to search or display for visual inspection will be grounds for termination or reason for denial of access to Company premises. Searches of employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration of the employees involved. Refusal to cooperate with the Company in any investigation will result in discipline, including discharge.

The Company's drug testing policy is designed to conform with the drug-free workplace program requirements set forth in Section 440.102, Florida Statutes, and Rule 38F-9 of the Department of labor and Employment Security, Division of Workers' Compensation. Employees, as a condition of employment, are required to abide by this policy. The Company will conduct drug tests in the following circumstances:

A. Application for Employment. Job applicants must submit to a drug test as part of the application process. Refusal to submit or a positive confirmed drug test may be used as a basis for refusal to hire the applicant.

i. All applicants who have been offered employment conditioned on successfully passing a drug test will be tested for the presence of drugs as part of the application process.

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ii. Applicants will be asked to sign the consent agreement. If an applicant refuses, he / she will not be considered for employment and the employment application process will be terminated.

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

B. Reasonable Suspicion. Employees may be required to submit to screening if there is a reasonable suspicion that they are using or have used drugs. Reasonable suspicion may arise from among other factors:

i. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
ii. Deterioration in work performance.
iii. Co-worker reports of drug use.
iv. Evidence that an individual has tampered with a drug test during his employment with the Company.
v. Causing or contributing to a workplace or vehicular accident, which indicates possible error in judgment or negligence.
vi. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while operating Company vehicles, machinery, or equipment.
vii. Attendance or behavioral changes.

C. Routine Fitness for Duty. Employees will be required to submit to drug tests conducted as part of fitness-for-duty medical examinations.

D. Follow-up Testing. If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, and on a quarterly, semi-annual basis for a 2-year period.

E. Random Testing. If implementing the Random Testing program, the Company will ensure that the means of random selection remain confidential. The employees will be randomly selected by computer (3rd party) and will be notified of scheduled testing with minimal advance notice. The supervisor shall explain to the employee that he/she is under no suspicion and that his / her name were selected randomly. A selected employee may obtain a deferral from testing if in a leave status or on official travel, but only with agreement from supervisors. (the employee may be rescheduled for testing within 60 days).

F. Additional Testing. Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulation, or as deemed necessary by the Company. Employees who refuse to submit to drug testing or who test positive for drugs will be subject to disciplinary action up to and including discharge and forfeiture of all Workers' Compensation medical and indemnity benefits. All information received by the Company through the drug testing program is confidential and cannot be used as evidence in any public or private proceedings, except:

i. by consent of the employee tested;

ii. if release is compelled by a hearing officer or court;

iii. The Company, its agents, and drug test laboratories may have access to drug test information when consulting with legal counsel in connection with actions brought under or related to Florida Statute 440.102 or when the information is relevant to the Company's defense in a civil or administrative matter.

PROCEDURE

A. Jackie Romano will coordinate all testing requests. Questions regarding this policy or requests for approval for testing should be directed to: Jackie Romano

B. Drug testing shall be conducted in accordance with the following procedures:

1. Collection, transportation, and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Company shall use chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
2. Each specimen container shall be labeled.
3. Employees and applicants shall be given a form in which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications.
4. Tests shall be conducted by a licensed laboratory.
5. Specimens may be taken or collected by a physician, a physician assistant, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or a qualified person employed by a licensed laboratory.
6. Under Florida Statute 440.102 The Employee has the right to contest or explain a positive drug test result. **Specimens yielding a positive confirmed result shall be preserved by the licensed laboratory:**

i. For at least 210 days after the results are mailed or otherwise delivered to Company;
or
ii. If the employee or job applicant undertakes an administrative or legal challenge to the test result, until the case or administrative appeal is settled.

7. During the 180-day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting by another licensed laboratory. The laboratory that performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.
8. Within five (5) working days after receipt of a positive confirmed test result, Company shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the testing laboratory of any administrative or civil action brought pursuant to the Florida Drug Free Workplace Statute, and the laboratory shall retain the sample until the case is settled.
9. All employees and job applicants have the right to consult with the Company's MRO for technical information regarding prescription medications that may affect the results of their test. The Company shall provide a copy of the test results upon request.
10. Within five (5) working days after receipt of a positive confirmed test result, the employee or job applicant may submit information to the MRO and testing laboratory in order to contest the result or to

explain why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the Company shall provide an explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential.

If the MRO cannot reach the individual (after making a reasonable effort) the MRO will contact the company. Then, the company will try to contact the employee and direct the employee to contact the MRO as soon as possible. The MRO and company must try to the maximum extent possible to contact the individual in confidence.

There are three situations where the MRO may verify a positive test result without speaking directly with the employee, ("a non-contact positive"):

---When the employee declines to discuss test

---When neither the MRO nor the company, after making all reasonable efforts, has been able to contact the employee within a reasonable time from the date the MRO received the confirmed, positive test result from the lab

---When the company has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and the employee has not done so within a reasonable amount of time.

The MRO may reopen the investigation if the employee later presents the MRO with information regarding serious illness, injury, or other circumstances that unavoidably prevented the employee from contacting the MRO. The MRO based on the information, may reopen the verification, allowing the employee to present information concerning the legitimate explanation for the test results.

The specimen will remain frozen in long-term storage at the lab for a minimum of one year. Long-term, frozen storage ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. The laboratory will retain all records regarding a urine specimen for a minimum of two years unless otherwise requested by the company.

C. Employee Protection

1. The drug-testing laboratory will not disclose any information concerning the health or mental condition of the tested applicant.
2. The Company will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.
3. The Company will not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.
4. The Company shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program. An employee who voluntarily comes forward before being confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a Company coordinating physician.

5. The Company shall promptly detail in writing the circumstances, which formed the basis of a determination of reasonable suspicion and shall provide this documentation to the employee upon request. The documentation shall be kept confidential and shall be retained by the Company for at least (1) year.

Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

Employees can report the use of prescription or non-prescription drugs, which may affect drug tests by completing a written consent form and by notifying their supervisor where these drugs may affect their job performance, such as by causing dizziness or drowsiness. It is the employee's responsibility to determine from his or her physician whether a prescribed drug may impair job performance.

The Company will test for the following drugs:

Alcohol (booze, drink)
Amphetamines (Binhetamine, Desoxyn, Dexedrine)
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach spliff, grass, weed, reefer).
Cocaine (coke, blow, nose candy, snow, flake, crack)
Phencyclidine (PCP, angel dust, hog)
Hemp Products(including hemp oil, seed, candy)
Methaqualone
Opiates (opium, dover's powder, paregoric, parepectolin)
Barbiturates (Phenobarbital, Tuinal, Amytal)
Benzodiazophines (Ativan, Azene, Clonopin, Dalmone, Diozepam, Halcion,
Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
Methodone (Dolophine, Methadose)
Propoxyphene (Davocet, Darvon N, Dolene)

EMPLOYEE ASSISTANCE PROGRAM

A. The management of Hope Center, Inc. is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illnesses, family and marital stress, physical illness, abuse of alcohol or drugs, and many others. You may contact a local Employee Assistance Program of your choice for treatment, counseling or rehabilitation. Some of the EAP programs available in your area are listed below. If one of the EAP programs is not convenient for you please consult the "Yellow Pages" directory in your area for additional programs. This Company does not pay any expenses associated with an Employee Assistance Program.

- NMS EAP PROGRAM
  1-800-269-0502
- The Center For Substance Abuse Treatment (CSAT)
  1-800-662-HELP; 1-800-66-AYUDA (Spanish)
- American Council of Alcoholism Helpline
  800-527-5344
- Alcohol Hotline
  800-ALCOHOL

- NarAnon
  310-547-5800

- Narcotics Anonymous
  818-773-9999
- ToughLove
  1-800-333-1069
- Families Anonymous
  1-800-736-9805
- Al-Anon/Al-Ateen
  800-356-9996

HOPE
CENTER

Founded in 1955, Hope Center, Inc. is a non profit organization dedicated to supporting individuals with developmental disabilities.

POLICY FOR COMPLYING WITH THE FLORIDA WORKERS' COMPENSATION DRUG FREE WORKPLACE ACT

I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, this Company has established this policy on the use or abuse of alcohol and drugs by its employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs, or alcohol can impair your reflexes and judgment. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol. **We are implementing this policy pursuant to the DRUG-FREE WORKPLACE program requirements under the Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration, and the Florida Workers' Compensation Premium Reduction Act (section 440.09. Florida Statutes, Rule 38F-9),** This law provides that an employee who is injured in the course and scope of his employment and who either tests positive on a drug or alcohol test or who refuses to be tested, forfeits his eligibility for Workers' Compensation medical and indemnity benefits. This policy should not be considered as contractual in nature. While it is not the company's intention to intrude into the private lives of its employees it represents the Company's current position on dealing with the serious problem of drugs and alcohol in the workplace and is subject to change at the Company's sole discretion. Questions concerning this policy should be directed to Jackie Romano.

II. SCOPE

All current and future applicants and employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

III. DEFINITIONS

The definitions set forth in the Florida Workers' Compensation Drug Testing Rule will apply to the terms used in the policy.

IV. ALCOHOL USE PROHIBITIONS

A. All employees are prohibited from distributing, dispensing, possessing, using or being impaired, intoxicated, or under the influence of alcohol while at work, on duty, or while operating a Company vehicle.

666 SW 4th Street • Miami, Florida 33130 • 305.545.7572 • Fax: 305.325.0382
www.hopecenterhc.org

PARTIALLY SPONSORED/FUNDED BY FLORIDA DEPARTMENT OF CHILDREN & FAMILIES DISTRICT 11

Under Chapter 496, Florida Statutes, the Solicitation of Contributions Act, Hope Center's registration number is #SC-00181. "A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free within the state

B. Off-duty abuse of alcohol which adversely affects an employee's job performance, or which can be expected to cause harm to the Company's image or relationship with other employees or the public, is prohibited.

C. For the purpose of this policy, an employee is presumed to be impaired, intoxicated, or under the influence of alcohol if a blood test or other scientifically acceptable testing procedure shows that the employee has a level of at least .04 percent blood alcohol in his/her system at the time of testing.

D. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Company will take further action based on medical information, work history, and other relevant factors. The determination of what action is appropriate in each case rests solely with the Company.

E. Employees arrested for an alcohol-related incident must immediately notify their supervisor if the incident occurs during scheduled working hours, while operating a Company vehicle on Company or personal business, while operating a personal vehicle on Company business. Failure to notify an appropriate Company official as described above may result in disciplinary action, up to and including discharge.

V. DRUG USE PROHIBITIONS

A. All employees are prohibited from manufacturing, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing Company duties away from Company. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their systems while at work, and from having excessive amounts of otherwise lawful controlled substances in their systems.

B. For the purpose of this policy, an employee is presumed to be impaired by drugs if results of a urine test or other accepted testing procedure are positive for the presence of one or more of the illegal substances for which the Company will test.

C. The proper use of medication prescribed by your physician is not prohibited: however, we do prohibit the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees, or members of the public. Therefore, any employee who is taking any prescription drug, which might impair safety, performance, or any motor functions must advise his supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Company determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job, the Company may, at its sole discretion temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action, up to and including discharge. Prescription medication must be kept in its original container if such medication is taken during working hours or on Company property.

D. It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his job duties, or who presents a hazard to the

safety and welfare of others, or is otherwise in violation of the policy, to promptly report that fact to their immediate supervisor.

VI. TESTING

The Company shall conduct drug tests in the following circumstances:

A. Application for Employment

1. All job applicants will be tested for the presence of illegal drugs as a part of the application process.

2. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test, or fails to pass the pre- employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the Company for at least one (1) year from date of the drug test.

B. Reasonable Suspicion

1. Employees must submit to a drug test if the Company has reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from among other factors:

a. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
b. Deterioration in work performance.
c. Co-worker reports of drug use.
d. Evidence that an individual has tampered with a drug test during his employment with the Company.
e. Causing or contributing to a workplace or vehicular accident which indicates possible error in judgment or negligence.
f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while operating Company vehicles, machinery, or equipment.
g. Attendance or behavioral changes.

C. Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Company's established policy or that is scheduled routinely for all members of an employment classification or group.

D. Follow-up Testing

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program, the employer must require the employee to submit to a drug test as a follow-up to such program, and on a quarterly, semi-annual basis for a 2-year period.

E. Random Testing (Optional)

1. Employees will be required to submit to drug testing on a random basis.

2. Selection of employees for random testing will be conducted through the use of a neutral selection process.
3. When an employee is selected for random testing, both the employee and the employee's supervisor will be notified on the day the test is scheduled to occur.
4. Testing may be postponed only when an employee's supervisor agrees that there is a compelling need for deferral.
5. An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.

F. Additional Testing

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

G. Shy Bladder

If the employee can't produce a specimen sufficient for two tests, the specimen will be thrown out and the employee will be given up to 40 ounces of fluid over a three-hour period until the employee can produce a sufficient specimen. If after three hours lapse and the employee still cannot provide a sample, the collection will end. If the employee refuses to drink fluids as directed or to provide a new specimen, the collector will end the process and notify the company. The company will refer the employee to a licensed physician who is acceptable to the company for a medical evaluation to determine whether there is a medical explanation for the employee's inability to produce a specimen. The physician will report the results back to the MRO, who will report the written conclusion to the employer.

VII. PRIOR TO TESTING

A. The Company will test for the following drugs:
(An employer may elect to test for all 10-drug groups, or for a lesser number)

Alcohol (booze, drink)
Amphetamines (Binhetamine, Desoxyn, Dexedrine)
Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach spliff, grass, weed, reefer).
Cocaine (coke, blow, nose candy, snow, flake, crack)
Phencyclidine (PCP, angel dust, hog)
Hemp Products (including hemp oil, seed, candy)
Methaqualone
Opiates (opium, dover's powder, paregoric, parepectolin)
Barbiturates (Phenobarbital, Tuinal, Amytal)
Benzodiazophines (Ativan, Azene, Clonopin, Dalmone, Diozepam, Halcion,
Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
Methodone (Dolophine, Methadose)
Propoxyphene (Davocet, Darvon N, Dolene)

B. Job applicants required to submit to drug testing and employees required to submit to drug and alcohol testing must sign a consent agreement prior to testing.

C. Because of the potential adverse consequences of positive test results on employees, the Company will employ a very accurate testing program. All samples will be analyzed by a highly qualified independent laboratory, which has been selected by the Company and approved by the Florida Department of Health and Rehabilitative Services.

D. Applicants and employees will be given an opportunity prior to and after testing to provide any information they consider relevant to the test, including listing all drugs they have taken recently, including prescribed drugs, and to explain the circumstances of the use of those drugs. Applicants and employees will also be provided with a notice of the most common medications by brand name or common name, as well as the chemical name, which may alter or affect a drug test.

E. An employee injured at the workplace and required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility and transported to an approved laboratory.

F. No specimens will be taken prior to the administration of emergency medical care. Once this condition has been satisfied an injured employee must release to the employer the result of any tests conducted for the purpose of showing the presence of alcohol or drugs in his or her system.

G. Body Specimens Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used as the initial and confirmation test for alcohol.

H. Cost of Testing

The Company will pay the cost of initial and confirmation drug test, which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug tests not required by the Company.

VIII. PROCEDURE

A. Jackie Romano will coordinate all testing requests. Questions regarding this policy or requests for approval for testing should be directed to: Jackie Romano

B. Drug testing shall be conducted in accordance with the following procedures:

1. Collection, transportation, and storage of samples shall be conducted with due regard to the privacy of the individual providing the sample and in a manner reasonably calculated to prevent substitution or contamination of the sample. The Company shall use chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
2. Each specimen container shall be labeled.
3. Employees and applicants shall be given a form in which they may provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications.
4. Tests shall be conducted by a licensed laboratory.

5. Specimens may be taken or collected by a physician, a physician assistant, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment or a qualified person employed by a licensed laboratory.
6. Specimens yielding a positive confirmed result shall be preserved by the licensed laboratory:

i. for at least 210 days after the results are mailed or otherwise delivered to Company;
or
ii. if the employee or job applicant undertakes an administrative or legal challenge to the test result, until the case or administrative appeal is settled.

7. During the 180 -day period after written notification of a positive test result, the employee or job applicant may obtain a portion of the sample for retesting by another licensed laboratory. The laboratory that performed the original test and confirmation is responsible for the transfer of the sample and for the integrity of the chain-of-custody during the transfer.
8. Within five (5) working days after receipt of a positive confirmed test result, Company shall notify the employee or job applicant in writing of the result, its consequences and the employee's or job applicant's options. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory of any administrative or civil action brought pursuant to the Florida Drug Free Workplace Statute, and the laboratory shall retain the sample until the case is settled.
9. All employees and job applicants have the right to consult with the Company's MRO for technical information regarding prescription medications that may affect the results of their test. The Company shall provide a copy of the test results upon request.
10. Within five (5) working days after receipt of a positive confirmed test result, the employee or job applicant may submit information to the MRO in order to contest the result or to explain why the results do not constitute a violation of this policy. If the challenge or explanation is unsatisfactory, the Company shall provide an explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with a report of the test results. All such documentation shall be kept confidential.

If the MRO cannot reach the individual (after making a reasonable effort) the MRO will contact the company. Then, the company will try to contact the employee and direct the employee to contact the MRO as soon as possible. The MRO and company must try to the maximum extent possible to contact the individual in confidence.

There are three situations where the MRO may verify a positive test result without speaking directly with the employee, ("a non-contact positive"):

---When the employee declines to discuss test

---When neither the MRO nor the company, after making all reasonable efforts, has been able to contact the employee within a reasonable time from the date the MRO received the confirmed, positive test result from the lab

---When the company has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and the employee has not done so within a reasonable amount of time.

The MRO may reopen the investigation if the employee later presents the MRO with information regarding serious illness, injury, or other circumstances that unavoidably prevented the employee from

contacting the MRO. The MRO based on the information, may reopen the verification, allowing the employee to present information concerning the legitimate explanation for the test results.

The specimen will remain frozen in long-term storage at the lab for a minimum of one year. Long-term, frozen storage ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. The laboratory will retain all records regarding a urine specimen for a minimum of two years unless otherwise requested by the company.

C. Employee Protection

1. The drug-testing laboratory will not disclose any information concerning the health or mental condition of the tested applicant.
2. The Company will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee including, but not limited to, the presence or absence of HIV antibodies in the body fluids.
3. The Company will not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.
4. The Company shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program. An employee who voluntarily comes forward before being confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a Company coordinating physician.
5. The Company shall promptly detail in writing the circumstances, which formed the basis of a determination of reasonable suspicion and shall provide this documentation to the employee upon request. The documentation shall be kept confidential and shall be retained by the Company for at least (1) year.

IX. DISCIPLINARY ACTION

A. In the case of a first-time violation of the Company's policy, including a positive drug or alcohol test result, the employee will be subject to discipline, up to and including discharge. Refusal to submit to testing under this policy will result in forfeiture of eligibility for all medical and indemnity benefits and possible termination or other disciplinary action.
B. The Company may, at its sole discretion, suspend employees without pay under this policy pending the results of a drug test or investigation.
C. Any employee having a second positive drug test during his/her employment with the Company will be discharged.
D. Employees who are not immediately terminated for testing positive or for some other violation of the policy may, at the Company's sole discretion, be placed on probation and required to execute an agreement acknowledging:

1. That they tested positive or otherwise violated the policy: and,
2. That in exchange for the Company not terminating them for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation, counseling or other activities prescribed by the Company's coordination physician in conjunction with management: to undergo periodic unannounced screening for a set period; and be subject to termination for any future violation of the policy.
3. Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until

they have been evaluated by a Company coordinating physician in conjunction with the administration to determine if they can safely return to work.

X. CONFIDENTIALITY

A. All information received by the Company through drug testing is confidential and may not be used or received in evidence, obtained in discovery or disclosed in any public or private proceedings, except:

1. Confidential information may be released pursuant to a written consent form signed voluntarily by the person tested.
2. Confidential information may be released if such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under Florida Statute 440.102.
3. Confidential information may be released to a professional or occupational licensing board in a related disciplinary proceeding.
4. The Company, agents of Company, or laboratories conducting drug tests may have access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to Florida Statute 440.102 or when the information is relevant to the Company's defense in a civil or administrative matter.

B. Information on drug test results shall not be released or used in any criminal proceedings against the employee or job applicant.

XI. EMPLOYEE ASSISTANCE PROGRAM

A. The management of Hope Center, Inc. is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illnesses, family and marital stress, physical illness, abuse of alcohol or drugs, and many others. You may contact a local Employee Assistance Program of your choice for treatment, counseling or rehabilitation. Some of the EAP programs available in your area are listed below. If one of the EAP programs is not convenient for you please consult the "Yellow Pages" directory in your area for additional programs. This Company does not pay any expenses associated with an Employee Assistance Program.

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- The Center For Substance Abuse Treatment (CSAT)
  1-800-662-HELP; 1-800-66-AYUDA (Spanish)
- American Council of Alcoholism Helpline
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- Alcohol Hotline
  800-ALCOHOL
- National Drug & Alcohol Treatment Routing Services
  800-662-HELP
- NarAnon
  310-547-5800
- Narcotics Anonymous
  818-773-9999
- ToughLove
  1-800-333-1069
- Families Anonymous
  1-800-736-9805
- Al-Anon/Al-Ateen
  800-356-9996

B. An employee or a job applicant may consult the testing laboratory for technical information regarding prescription and non-prescription medication. The current laboratory performing this service for this Company is:

HRS TESTING/LAB CORP, 5610 West LaSalle St., Tampa, FL 33607 OR
QUEST DIAGNOSTICS, 3175 Presidential Drive, Atlanta, GA 30340

C. Written copies of this Company's Drug Free Workplace program are available for inspection by all employees during regular business hours.

Reservation of Rights
The company reserves the right to interpret, change, or rescind the policy in whole or in part, with or without notice. In addition, changes to applicable federal or state laws or regulations may require the company to modify or supplement the policy. This policy does not create a binding employment contract.

DRUGS WHICH MAY ALTER OR AFFECT A DRUG TEST

The following substances are the most common medications by brand name or common name and chemical name, which may alter or affect a drug test. The Florida Department of Health and Rehabilitative Services list of common medications are:

I ALCOHOL
All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

II AMPHETAMINES
Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex

III CANNABINOIDS
Marinol (Dronabinol, THC)

IV COCAINE
Cocaine HCI topical Solution (Roxanne)

V PHENCYCLIDINE
Not legal by prescription

VI METHAQUALONE
Not legal by prescription

VII OPIATES
Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine. Empirin with Codeine, APAP w/Codeine, Aspirin w/Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.

VIII BARBITURATES
Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabartital, Butabital, Phrenilin, Triad, etc.

IX BENZODIAZEPINES
Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Zanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax

X METHADONE
Dolophine, Methadose

XI PROPAXYPHENE
Davocet, Darvon N, Dolene, etc.

APPLICATION FOR DRUG FREE WORKPLACE PREMIUM CREDIT

Name of Employer: **Hope Center, Inc.**

Date Program Implemented: _____

Worker's Comp. Policy Number: _____ Policy Period: _____

TESTING

Drug testing has been or will be conducted in the following areas:

_X_ Job Applicant
_X_ Reasonable Suspicion
_X_ Post Accident
_X_ Follow-up to EAP Program

NOTICE OF EMPLOYER'S DRUG TESTING POLICY

_X_ Copy to all Employees prior to testing
_X_ Posted on employer's premises
_X_ Copy to job applicants prior to testing
_X_ Show notice of drug testing on vacancy announcements
_X_ Copies available in personnel office
_X_ General notice given 60 days prior to testing

EDUCATION

_X_ Resource file on providers
_X_ Employee Assistance Programs
___ Annual Ed.

Name of Medical Review Officer Dr. Ernesto Matamoros

Name of Approved Laboratory: Laboratory Corporation of America [ ]
Address: 5610 West LaSalle Street, Tampa, FL 33607

Quest Diagnostics [ ]
Address: 3175 Presidential Drive, Atlanta, GA 30340

I (We) understand the premium credit will be revoked from inception if physical verification or other evidence reveals program not in compliance with Florida Statutes 440.101 and 440.102.

Hope Center, Inc 12/5/07
Employer Name Date Owner/Officer Signature*

Title C.F.O

*Application must be signed by an officer or owner.

THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM

Jacqueline B. Romano 12/5/07
Notary Public's Signature Date

NOTARY PUBLIC STATE OF FLORIDA
JACQUELINE B. ROMANO
MY COMMISSION # DD537393
EXPIRES: Apr. 5, 2010
(407) 398-0153 Florida Notary Service.com

JBR 12/5/07

PREPARED FOR:

Hope Center, Inc.

FORM A: is a form on which a supervisor should document the reasonable suspicion of possible drug use which he or she believes warranted testing of an employee. Such a report is required by the Workers' Compensation Drug-Free Workplace law, and must be retained by an employer for a least one (1) year. THIS FORM SHOULD BE MAINTAINED IN A FILE SEPARATE FROM THE EMPLOYEE'S PERSONNEL FILE.

FORM B: is a notice to be sent to an Employee who has tested positive for the presence of drugs. This form complies with provisions of the Workers' Compensation Drug-Free Workplace law. IT SHOULD BE MAINTAINED IN A FILE SEPARATE FROM THE EMPLOYEE'S PERSONNEL FILE.

FORM C: is a notice to be sent to a Job Applicant who has tested positive for the presence of drugs. This form complies with provisions of the Workers' Compensation Drug-Free Workplace law. IT SHOULD BE MAINTAINED IN A FILE SEPARATE FROM THE APPLICANTS OTHER APPLICATION DOCUMENTS.

FORM D: is a probationary agreement whereby an applicant or an employee who has tested positive for drugs, but is nonetheless hired or retained in employment, agrees to undergo rehabilitation or other treatment and to submit to periodic drug tests for a specified period of time. THIS FORM SHOULD BE MAINTAINED IN A FILE SEPARATE FROM THE EMPLOYEE'S PERSONNEL FILE.

HOPE
CENTER

Founded in 1955, Hope Center, Inc. is a non profit organization dedicated to supporting individuals with developmental disabilities.

FORM A

INVESTIGATIVE REPORT
BASIS OF REASONABLE SUSPICION

EMPLOYEE NAME_____

I have observed the following circumstance(s) affecting the work of the above-indicated employee, which give(s) raise to reasonable suspicion of possible drug abuse, which I believe, warrants testing of this individual:

CIRCUMSTANCE(S)

_____

_____

_____

_____

_____

_____

_____

_____
Supervisor's Signature Date

_____
General Manager's Signature Date

_____
Employee Signature Date

666 SW 4th Street • Miami, Florida 33130 • 305.545.7572 • Fax: 305.325.0382
www.hopecenterhc.org

PARTIALLY SPONSORED/FUNDED BY FLORIDA DEPARTMENT OF CHILDREN & FAMILIES DISTRICT 11

Under Chapter 496, Florida Statutes, the Solicitation of Contributions Act, Hope Center's registration number is #SC-00181. "A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free within the state. Registration does not imply endorsement, approval, or recommendation by the state." (800) [illegible]

HOPE
CENTER

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FORM B

NOTIFICATION OF POSITIVE TEST RESULTS

DATE: _____
Must be within (5) working days after receiving drug test results.

_____
Company Name

Ernesto Matamoros, M.D. MRO
Fax# 561-967-9729

Dear _____:
Employee's Name

This is to inform you that you have tested positive in your recent drug test. Your (urine/blood) was tested twice by the laboratory to insure the accuracy o f the test. You have (5) working days from the date of this letter to contest or explain the test result to the Company.

As you are aware of from our Drug Free Workplace Policy, which was distributed to all employees, you are hereby

_____
Disciplinary Action

If you were injured on the job, you have forfeited your medical and indemnity benefits under the States Workers' Compensation Act.

You may appeal this decision to your Supervisor, and you also have the right to take any administrative or legal challenge to this decision. This includes the right, within the next 180 days, to have a portion of the sample re-tested, at your expense, by another laboratory at your choosing. The laboratory you select must be licensed by the Department of Health and Human Services.

Employee Signature **Date** **Supervisor Signature** **Date**

666 SW 4th Street • Miami, Florida 33130 • 305.545.7572 • Fax: 305.325.0382
www.hopecenterhc.org

PARTIALLY SPONSORED/FUNDED BY FLORIDA DEPARTMENT OF CHILDREN & FAMILIES DISTRICT 11

Under Chapter 496, Florida Statutes, the Solicitation of Contributions Act, Hope Center's registration number is #SC-00181. "A copy of the official registration and financial information may be

HOPE
CENTER

Founded in 1955, Hope Center, Inc. is a non profit organization dedicated to supporting individuals with developmental disabilities.

FORM C

NOTIFICATION OF POSITIVE TEST RESULTS

_____
Company Name

Ernesto Matamoros, M.D. MRO
Fax# 561-967-9729

DATE: _____
Must be within (5) working days after receiving drug test results.

Dear _____:
Applicant's Name

This is to inform you that you have tested positive in your recent drug test. Your (urine/blood) was tested twice by the laboratory to insure the accuracy of the test. You have (5) working days from the date of this letter to contest or explain the test result to the Company.

Because of the positive test result, you, in accordance with our Drug Free Workplace Policy, are not eligible for hire.

You have the right to take any administrative or legal challenge to this decision. This includes the right, within the next 180 days, to have a portion of the sample retested, at your own expense, by another laboratory of your choosing. The laboratory you select must be licensed by the Department of Health and Rehabilitation Services.

_____

Applicant Signature **Date** **Supervisor Signature** **Date**

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FORM D

PLEASE HAVE THE DONOR SIGN THIS FORM.
FAX TO DR. ERNESTO MATAMOROS, MRO AT 1-561-967-9729

PROBATIONARY AGREEMENT

I, _____
Employee Name

have tested positive for, or admitted to, the use of substances prohibited by the Company and have agreed to enter an employee assistance/random testing program in return for the Company refraining from terminating me for this occasion of violating the policy.

I understand that I may be terminated if I do not successfully complete my rehabilitation program and remain substance free. I also understand that I may be terminated for any other violation of Company's substance abuse policy. I consent to the coordinator or physician of the rehabilitation program providing regular progress reports to Company's physician and involved management.

I further understand that I will be required as part of my rehabilitation program to undergo periodic unannounced screenings for a period of at least 6 months at my own expense. If I test positive for prohibited substances, I will be immediately terminated. I also agree to undergo subsequent unannounced random testing by the Company, to ensure that I remain free from prohibited substances.

I understand that this Agreement in no way does not limit my Company's rights to terminate employment, nor does it create a contract of employment for a definite period.

_____
Employee Signature Managers Signature Date

_____
Company Name Contact Name Telephone #

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HOPE CENTER INC.

MEDICAL, HEALTH and SAFETY POLICIES & PROCEDURES

POLICY: It is the policy of Hope Center to maintain the physical well-being of the individuals we serve and to provide care for these individuals when suffering from an illness or injury. Individual client medical records are maintained in the Hope Center clinic where they will be accessible to medical and residential personnel for general maintenance and in the event of accident, injury or life threatening illness. These include a face sheet with current information, signed treatment consent forms and current medical information.

ANNUAL PROCEDURES:

1) Each resident must undergo annual physical, dental and eye examinations which are to include inoculations and/or care when warranted. These annual exams will be overseen by the Hope Center clinic personnel, whether accompanied by these individuals, the family or independently by the client. Consultation sheets will accompany the individual, to be completed by the treating physician.

2) Annual information sheets must be completed with current information on medical conditions, physician, medications, hospital preference and insurance information.

MEDICATION PROCEDURES:

1) Prescription medications must be kept in their original containers with a typewritten pharmacy label. All prescription medications must be received by the licensed nurse. Renewed prescription medications may be turned in to the supervisor on duty.

2) Hope Center will be responsible for ordering prescription medications at the parent/guardian request or for individuals who have no family member. New prescriptions must be obtained every six (6) months.

3) Non-prescription medications must be in their original containers and must be accompanied by written, signed instructions. They must be marked with the client's name.

4) Refills of non-prescription medications can be obtained by the Center's clinic if accompanied by a physician prescription.

PROCEDURE FOR ILLNESS:

1) Any client who becomes ill will be seen by the nurse and be confined to an isolated area, such as the clinic, until he/she is well, or until a parent/guardian is able to take the individual home or for medical treatment.

2) Individuals residing in their family home should remain home until they have recovered.

3) Residents with family members available should go home until they have recovered.

4) Any absence due to illness, extending longer than three (3) consecutive days, requires a physician's permission to return to the center.

5) When no family member is available, and the individual must receive medical care, the nurse will arrange for the client to be seen by a physician and will provide follow-up care as needed.

6) Individuals who require hospitalization for illness or injury, must be seen by the nurse before readmission to Hope Center.

7) If the nurse is not at the center, the supervisor on duty should call or page the nurse in the event an individual suffers from an illness.

8) The nurse will come to the facility if the illness is severe and will render treatment, or accompany the individual to the emergency room for care, if warranted. If an emergency occurs, call 911 and accompany the individual to the hospital. The nurse can be notified after emergency care is obtained and can meet at the hospital.

9) The nurse will leave instructions for further treatment if prescribed.

2) If an accident, injury or illness appears life threatening, the residential supervisor is to call 911 immediately for emergency assistance.

3) All residential staff are to be certified in cardiopulmonary resuscitation and the Heimlich maneuver for choking, and should be prepared to administer these before emergency assistance arrives.

4) The residential supervisor, or his/her designee, will accompany the individual to the hospital by ambulance, if warranted, or by school vehicle, personal vehicle, taxi or cab.

5) The nurse on call will be notified by phone or beeper, and will meet the client at the hospital, at which time the residential instructor can return to the center.

6) The chief executive officer, or his/her designee, is to be notified of all medical emergencies. An unusual incident report should be made. Use the on-call pager number posted at all phones.

7) A parent/guardian should be notified and should go to the emergency room to relieve the nurse if he/she is able.

8) Follow up medical care is to be performed as prescribed by a physician.

PROCEDURES FOR CLIENT SAFETY:

1) Individuals will be supervised at all times.

2) Walkers and wheelchairs will be maintained in working condition and will be available when necessary.

3) Staff will insure that all supplies and equipment are available before administering treatment or training. These include a shower chair, soap, shampoo, undergarments, laundry detergent, medications, snacks, etc.

GENERAL EMERGENCY PROCEDURES

CHOKING:

You may have only four to eight minutes to save a choking person's life, so you should know how to administer the Heimlich Maneuver.
A conscious child or adult who is choking will breathe in an exaggerated way. They will be unable to talk or cough, and will probably nod in the affirmative to the question,, "Are you choking?" They may grasp their throat. People who can cough or speak are still getting some air into their lungs, and should be encourage to cough vigorously. The Heimlich Maneuver should not be administered in these cases.

CHOKING PROCEDURE FOR A CONSCIOUS PERSON: (Heimlich Maneuver)

A. Establish whether the person can speak or cough by asking, "Are you choking".
B. Stand behind the person.
C. Wrap your arms around their waist.
D. Grasp on of our fists with the other hand and place the thumb-side of the fist just above the navel but below the rib cage.
E. Thrust your fist upward in five quick, sharp jabs.
F. Repeat until object the dislodged or the person becomes unconscious.

CHOKING PROCEDURE FOR AN UNCONSCIOUS PERSON:

A. Call 911 or your local emergency service number.
B. Check for object in the mouth by sweeping deeply with a hooked finger to remove the object.
C. Open airway (push down and back on the forehead and lift up the chin by placing your fingers on the jaw bone). Attempt rescue breathing by pinching the nostrils shut, placing your mouth over the victim's mouth, and giving two breaths. If needed, open the airway and try again.
D. If object is still obstructing airway, kneel down and straddle either the person's hips or legs.
E. Place the heel of one of your hands against the person's abdomen just above the navel but well below the rib cage, then place your second hand on top of the first.
F. Press into the person's abdomen with quick upward thrusts. Do this five times.
G. Repeat sequence of finger sweep, rescue breathing attempt and abdominal thrust until successful or until help arrives.

*** *Choking is serious and require fast response. It is essential to stay calm and act fast. The first step is to call for trained personnel emergency medical help - then perform first aide. Knowing what to do - and what not to do - could save a life.*

GENERAL EMERGENCY PROCEDURES

FIRST AIDE PROCEDURES:

Burn injuries from fire:

Burn injuries from fire can be frightening. If a person is actually on fire, the first thing to do, obviously, is to put the fire out. Smother the flames in a blanket or coat, or have the victim drop to the ground and roll.

The treatment of burn injuries depends on how severe the burn is. Severity is measured by degree:

A. FIRST DEGREE - burns involve only reddened skin.
B. SECOND DEGREE - burns involve reddened skin with blisters.
C. THIRD DEGREE - burns are by far the most serious, and include destroyed skin, damaged tissue, and charring.

****

A. Immerse first and second degree burns in cool water to relieve pain.
B. Do not use ice, lotion, or ointment of any kind on any type of burn.
C. Cut loose clothing away from burned area, but don't remove clothing that is stuck to a burn.
D. Do not rub burned area or break blisters.
E. Cover the burned area with a moist, sterile dressing.
F. Elevate limbs that are severely burned.

Burn injuries from chemicals or electric shock:

FOR A CHEMICAL BURN - remove clothing and flush the area with water for 15 to 20 minutes or until the burning pain has stopped. If the chemical is a dry solid, brush it off first.

FOR AN ELECTRICAL BURN - do not touch the victim unless the power source is shut off. Try not to move the victim.

An electrical burn can appear minor even when it has caused major injuries. There would be wounds at the places of entry and exit of the electrical current which should be evaluated by a doctor.

**** Burn injuries can be serious and require fast response. For these types of injuries, it is essential to stay calm and act fast. The first step is to call for trained emergency medical help - then perform first aide. Knowing what to do - and what not to do - could save a life.*

GENERAL EMERGENCY PROCEDURES

EYES:

Never rub an injured eye. Immediately ask for assistance to help remove object from eye. If no one is available to assist, use a mirror to locate the object in eye. If you do not see the object, gently pull the upper lid out as you look up. Only attempt to remove foreign material if it is floating. Do not try to remove anything embedded in the eye. Seek emergency care immediately when object is embedded in eye.

If you cannot see the object in eye, grasp the lashes of your upper lid and pull down. Blink several times. This will sometimes remove small particles.

A. Flush the eye with clean water, by pressing the rim of a small glass against the eye socket and tilting your head back. Open and close eye.
B. If flushing the eye with water is unsuccessful, moisten a cotton swab and gently lift off the object. Flush with water afterward.
C. Do not use ointments or anesthetic drops on the eye.

**** Eye injuries can be serious and require fast response. For these types of injuries, it is essential to stay calm and act fast. Depending on the severity of eye injury call for trained emergency medical help. Knowing what to do - and what not to do - could save your sight.*

GENERAL EMERGENCY PROCEDURES

IF A PERSON STOPS BREATHING:

If a person stops breathing, you must restart breathing quickly. Brain damage can occur within four (4) minutes.

You must determine if a person is conscious. The first thing you must do is check that it is safe to approach. Then kneel beside the person. Tap the person and shout are you OK?

If the person does not respond, LOOK, LISTEN, AND FEEL.

LOOK at the chest to determine breathing.
LISTEN and FEEL for signs of breathing by putting your ear to the person's mouth and nose.

If the person is not breathing:

A. Lay the person on their back.
B. Loosen any clothing around neck.
C. Make sure nothing is blocking the mouth or throat.
D. Open the airway by tilting back the head slightly and lifting under the chin.
E. Pinch the nose and cover the person's mouth with yours.
F. Blow into the lungs once every five seconds (*once every three seconds for children) until you see the victim's chest rise and fall and you detect breathing from the mouth.

GENERAL EMERGENCY PROCEDURES

BLEEDING:

An injury that involves heavy bleeding can be fatal. Whenever possible wear protective gloves before applying first-aid to a bleeding injury, to minimize the risk of becoming infected with bloodborne pathogens that carry various viruses. Keep in mind however, that fast action is extremely important. After emergency help has been called, action must be taken to stop the bleeding.

A. DIRECT PRESSURE - Place a clean gauze pad or cloth over the wound and apply direct pressure.
B. ELEVATION - If the wound is on an arm or leg, raise the injured limb above the level of the heart, using support if possible.
C. PRESSURE POINTS - If the bleeding does not stop, apply pressure on the body's pressure points. Squeeze firmly inside the upper arm for arm wounds, and the crease in the groin area for leg wounds.

All three of the above instructions should be performed together. If the injury includes amputation, the amputated part should be placed in a plastic bag with ice and rushed to the hospital with the victim. Heavy bleeding injuries and/or amputation can be very unpleasant to deal with, but it's important to control your own reactions and do whatever is necessary to save a life.

**** Bleeding injuries can be serious and require fast response. For these types of injuries, it is essential to stay calm and act fast. The first step is to call for trained emergency medical help - then perform first aide. Knowing what to do - and what not to do - could save a life.*

GENERAL EMERGENCY PROCEDURES

KITCHEN SAFETY PROCEDURES:

Knives:

A. **Use knives properly.**
B. **Keep knives in plain sight.**
C. **Do not grab at the cutting area (blade) of a knife, always pick up from the handle.**

Pots & Pans:

A. Assume that every pot and pan on the stove or serving area is hot.
B. **Use dry side towels only for handling hot pots and pans. Wet towels will transfer the heat from the pot to your hands.**
C. **Keep handles away from aisles.**
D. **Dry wet foods before deep fat frying.**
E. **Open hot water faucets carefully to avoid splash.**
F. **Tip pot covers open at rear (away from you).**
G. **Learn how to operate steam kettles and steamers and follow safety precautions with them.**
H. **Get assistance in handling heavy, and hot utensils.**

Floors:

A. Keep floors clean. Always wipe up wet areas, spilled foods, grease etc. immediately. Place a caution sign on wet floors.
B. Keep floors and aisles clear of obstructions of all kinds - including open oven doors.

Lifting:

A. Don't carry heavy loads, (when necessary get assistance).
B. Lifting properly requires bending knees and keeping a straight back.
C. Never turn or twist while lifting, (always keep back straight).
D. Don't stand on unstable items to reach objects, (example boxes, cans, etc.) Always use a step ladder and never over extend from ladder to reach items.

SAFETY PROCEDURES

LADDER SAFETY PROCEDURES:

A. **Use knives properly.**
B. **Keep knives in plain sight.**
C. **Do not grab at the cutting area (blade) of a knife, always pick up from the handle.**

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HOPE CENTER

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January 8, 2008

Mr. Harry A. Rackard
Miami-Dade Transit Agency
701 NW 1st Ct., 11th Floor
Miami, FL 33136

Dear Mr. Rackard:

Attached is the completed Coordination and fare Agreement submitted by Hope Center, Inc.

Please consider executing this CTC Agreement so we can apply for funds.

Thank you for your cooperation.

Sincerely,

Aileen Phelan

Aileen Phelan, LCSW
Acting Executive Director

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