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

Memorandum

MIAMI-DADE COUNTY

Date: July 20, 2010

Agenda Item No. 3(J)(1)(A)

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

From: George M. Burgess
County Manager

Resolution No. R-793-10

Subject: Ratification of Grant Agreement with the Florida Department of Health for Implementation of Policies of the Park and Open Space Master Plan and Installation of Vending Machines with Healthy Alternatives in Park and Recreation Department Facilities

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Recommendation

It is recommended that the Board approve the attached resolution ratifying the execution of an agreement with the Florida Department of Health for $528,789 in grant funds for implementation of policies of the Park and Open Space Master Plan (OSMP) and installation of vending machines with healthy alternatives in Miami-Dade Park and Recreation Department (MDPR) facilities. The resolution further authorizes the County Mayor or County Mayor's designee to receive and expend funds and execute contracts and amendments as required.

Scope

This agenda item has a countywide impact. Vending machines will be placed in various MDPR facilities throughout the County and providing equitable access to park lands and safe routes to parks and meaningful open space in the public realm will impact the entire county.

Fiscal Impact/Funding Source

The total project cost is $528,789 which will be provided by the grant. There are no matching funds required.

Track Record/Monitor

The grant will be administered and monitored by Joyce Denny, Grants Administrator MDPR.

Background

The Florida Department of Health provides funding to local governmental agencies which have the ability to implement programs and services that promote improved nutritional habits and increased physical activity for children and adults. This is accomplished by planning easy access to park lands, providing safe routes for walking and cycling, and by changing the requirements of vending machine contracts to provide healthy alternatives for park patrons.

No work will be done on the project until the Board provides the necessary ratification.

Attachments

Alex Muñoz, Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 20, 2010

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

SUBJECT: Agenda Item No. 3(J)(1)(A)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

√ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(J)(1)(A)
7-20-10

RESOLUTION NO. R-793-10

RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF HEALTH FOR $528,789 IN GRANT FUNDS FOR IMPLEMENTATION OF POLICIES OF THE PARK AND OPEN SPACE MASTER PLAN AND INSTALLATION OF VENDING MACHINES WITH HEALTHY ALTERNATIVES IN MIAMI-DADE PARK AND RECREATION DEPARTMENT (MDPR) FACILITIES AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND TO FILE AND EXECUTE CONTRACTS AND AMENDMENTS AS REQUIRED, UPON APPROVAL OF COUNTY ATTORNEY

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 ratifies execution of a grant agreement with the Florida Department of Health (FDOH) for $528,789 in grant funds for implementation of policies of the Park and Open Space Master Plan (OSMP) and installation of vending machines with healthy alternatives in Miami-Dade Park and Recreation Department (MDPR) facilities; and further authorizes the County Mayor or County Mayor's designee to receive and expend all monies for the purposes described in the funding request; and to file and execute any necessary contracts and amendments to the agreement for and on behalf of Miami-Dade County, Florida, after approval by County Attorney.

The foregoing resolution was offered by Commissioner Natacha Seijas, who moved its adoption. The motion was seconded by Commissioner Barbara J. Jordan and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	absent		
Bruno A. Barreiro	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

CFDA No. 93.724

CSFA No. _____

Client ☐ Non-Client ☒

Multi-County ☐

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and Miami-Dade County hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law
   This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.

c. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. PRIDE

   It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.
2. Procurement of Materials with Recycled Content

   It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration

   Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee

   The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.

   For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

   The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

   Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and* the *State of Florida, Department of Health.* If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the department no more than 30 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed $528,789.00 subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or (800) 848-3792, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on June 25, 2010 or on the date on which the contract has been signed by both parties, whichever is later.

It shall end on March 18, 2012.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

Miami-Dade County
Attn: Grants Management
275 NW 2nd Street
Miami, Florida 33128

2. The name of the contact person and street address where financial and administrative records are maintained is:

Patrick Michel
275 NW 2nd Street
Miami, Florida 33128
(305) 755-7818

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Frederick Villari
8323 NW 12th Street, Suite 214
Miami, Florida 33126
(786) 845-0356

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

John Bowers
275 NW 2nd Street, 4th Floor
Miami, Florida 33128
(305) 755-5447

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachment I, II, III, & IV, Exhibit I, II contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 26 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Miami-Dade County	STATE OF FLORIDA, DEPARTMENT OF HEALTH
SIGNED BY:	SIGNED BY:
NAME: GEORGE BURGESS	NAME: LILLIAN RIVERA, RN, MSN, PHD
TITLE: COUNTY MANAGER	TITLE: ADMINISTRATOR
DATE: 6/22/10	DATE: 6-25-10

STATE AGENCY 29-DIGIT FLAIR CODE: 642021410016420070014040000000

FEDERAL EID # (OR SSN): 59000573

PROVIDER FISCAL YEAR ENDING DATE: 9/30/2010

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

1. Contract Manager – The Department's employee responsible for enforcing the performance of contract terms and conditions, scheduling and monitoring of work being performed, inspection and acceptance of Services provided and approval for payment of Services completed. The Contract Manager is the Department's primary point of contact through which all contracting information flows between the Department and the Provider.

2. Corrective Action Procedures – Procedures which will be used by the Provider to respond to and correct deficiencies in service which have been identified by either the Provider or Contract Manager.

3. Department – The Florida Department of Health or its representative county health Department.

4. Department Contact – A Department employee responsible for the supervision of this contract. This employee will ensure the goals of the contract are being met and the guidelines are being followed.

5. Fixed Price-Fixed Fee – A method of payment used when the total contract price is determined up front and paid upon completion of the total service requirements of the contract.

6. Hours of Operation – The Department's Hours of Operation are Monday through Friday, from 8:00 am - 5:00 pm, excluding holidays.

7. Project Manager(s) – The Provider's employee responsible for the management of the contract, scheduling and monitoring of work being performed, inspection of Services provided and the submission of payment documents for all Services completed. The project manager is the Provider's primary point of contact through which all contracting information flows between the Department and the Provider.

8. Provider – The entity awarded the contract.

b. Program or Service Specific Terms

1. Communities Putting Prevention to Work (CPPW) – Community based obesity prevention campaign that will include culturally sensitive educational materials and resources aimed at supporting healthy policy, system and environmental changes, for impacting obesity, physical activity and nutrition in the Miami-Dade County area.

2. Miami-Dade County Park and Open Space System Master Plan (OSMP) – The vision of the OSMP is to create a new, interconnected framework for growth, one that results in a more a livable, sustainable community. Consisting of existing and proposed parks, public spaces, natural and cultural places, greenways, trails and streets, the framework will form the foundation or "bone structure" of the County to accommodate growth while also improving the quality of life for residents. The new framework will encourage the revitalization of neighborhoods; allow for the orderly redevelopment of existing land uses in response to changing markets and demographics; and ensure greater environmental protection. It will also improve the social fabric of the County, providing equitable access to parks and open spaces, and providing more opportunities for residents to meet, socialize and connect with one another. The OSMP is based on delivering services rather than just on acreage and population as part of the Level of Service (LOS) standards for parks and recreational open spaces that are intended to encourage equitable access to local (neighborhood) parks and open space as well as area-wide recreational activities for all County residents.

3. Urban Design Manual Volume 1 – The goal of the Miami-Dade County Urban Design Manual Volume 1 is the systematic integration of site plans that establish connectivity at the pedestrian and vehicular level through the use of consistent urban design principles. Incorporation of OSMP principles focus on changes to street planning such as a hierarchy of street types and designs (gateway streets, civic streets, heritage streets, and neighborhood streets), and complete street measures such as provision of sidewalks and bicycle facilities, pedestrian friendly design, adequate landscaping and street furniture, on-street parking, bus lanes and transit facilities, and clearly defined crosswalks and signalization to provide safe routes to parks.

4. Urban Design Manual Volume 2 – The Miami-Dade County Urban Design Manual Volume 2 promotes the incorporation of meaningful public spaces in the planning and development of libraries, museums, schools, government buildings, transit stations within Transit-Oriented Development (TOD) and stand-alone transit stations, and other civic/institutional places to encourage physical activity through incidental and "at will" physical activities as well as the integration of "programmed" recreation opportunities.

5. Consortium – The Consortium for a Healthier Miami-Dade.

2. General Description

a. General Statement

1.. Services to be performed under this contract include but are not limited to promoting equitable access to park land based on principles and goals of the Park and Open Space System Master Plan (OSMP), implementing street planning changes and creating public spaces to encourage physical activity as outlined in the Urban Design Manuals, and providing healthy vending machines in County Park and Recreation facilities. This project will analyze the existing condition of park land distribution in Miami-Dade County and recommend policies to ensure equitable access as well as

develop criteria for evaluation of potential areas of need and identify a strategy for acquiring specific properties or rights.

b. Authority

1. Chapter 287.057, Florida Statutes.

c. Scope of Service

1. Services specified in this contract will be provided to individuals in Miami-Dade County.

d. Major Program Goals

1. The goal of this program is to improve nutritional habits by providing healthy choices in vending machines, and increase physical activity by providing access to park lands and safe routes for walking and cycling to individuals in Miami-Dade County in order to manage the prevalence of obesity and other health disparities among underserved and underinsured populations.

3. Clients to be Served

a. All persons seeking to utilize park lands or other public spaces in Miami-Dade County. The emphasis will be on populations with health disparities and located in high risk areas that rely on modes of transportation including pedestrian, bicycle and transit in lieu of the automobile.

B. Manner of Service Provision

1. Service Tasks

a. Task List

The general types of services performed by the Provider include, but are not limited to:

1. Documenting policies, procedures, mandates and reports which currently are used as a basis for service delivery assessment and park land acquisition including:
(a) Park and Open Space System Master Plan (OSMP)
(b) Comprehensive Development Master Plan (CDMP)
(c) Land Acquisition Plan
(d) Impact Fee Ordinance
(e) Land dedication criteria
(f) Youth to Parks Study

2. Compiling standards from guiding documents and creating a matrix of access and equity criteria to parks/facilities/activities currently being used in Miami-Dade County.

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3. Reviewing and synthesizing other models of service area analysis, gap analysis and acquisition criteria.

4. Preparing a summary of the base data and analysis efforts and compiling specific recommendations for access and equity criteria to be used in the study.

5. Meeting with Deputy Director and Planning Division Chief to review deliverables and come to a concurrence on access criteria and service area distances to be used in the study.

6. Preparing a GIS base map for the project with all pertinent layers and information including County, municipal, school/park shared facilities and private providers. Active database links will be developed with all pertinent, geocoded, statistical information available.

7. Obtaining and verifying all pertinent data available from external sources that can be used to inform the community characteristics of the County. Information to be compiled will include health, wellness, obesity, crime, accident and any other information that could help to inform the service needs of the community.

8. Developing service area analysis for each county, municipal, and private park/facility.

9. Presenting the draft Service Area database.

10. Completing a final version of the Service Area database.

11. Identifying significant gaps in service for parks/facilities/activities using the Service Area database.

12. Creating Gap Analysis GIS files, maps, and tables.

13. Developing Target Areas based on service area gaps and community characteristics, and demographic and lifestyle preferences as identified through the Recreation Program Plan and Neighborhood Leisure Interest Survey.

14. Developing policy based on the guiding principles of equity, access, seamlessness, beauty, sustainability and multiple benefits, for target areas and site specific applications.

15. Evaluating opportunities for potential park land, public spaces, natural and cultural areas, greenways, trails and water trails, and streets to provide for specific gaps in services.

16. Developing specific recommendations for park land acquisition, access barriers, property use rights, partnerships or design interventions needed. Information will be compiled and prioritized for the county as a whole and also by individual Municipal Service Area (MSA) or census block group.

17. Preparing a summary of the Level of Service Strategy efforts and compiling specific recommendations pertinent to the project.

18. Developing policies to promote better nutrition opportunities at County Park and Recreation facilities.

19. Pursuing contract procurement and replacement of existing vending machines with alternatives offering healthy nutrition opportunities.

20. Developing policies to incorporate meaningful public spaces in public development civic projects.

b. Task Limits

1. The Provider and its personnel are required to adhere to all Federal, State and local laws that apply to the provision of services under the contract.

2. Staffing Requirements

a. Staffing Levels

1. The Provider shall have available at all times, a sufficient number of capable and qualified employees to enable the contract to properly, adequately, and safely perform all work required under the terms of this contract. The following employees shall also be maintained:

Chief of Planning and Research - Responsible for overseeing planning policy strategies and providing direction to ensure consistency with Park and Open Space System Master Plan.

Planning Section Supervisor – Responsible for coordination of neighborhood activities and surveys to facilitate an appropriate response to access and equity standards Level of Service (LOS). The Planning Section Supervisor shall also provide Quality Assurance and Quality Control of LOS standards.

Special Project Administrator - Responsible for management of Urban Design Manual, Pattern Book, Safe Routes to Parks, and Way-finding Signage strategies. The Special Project Administrator is also responsible for project management including budget and schedule, and for managing scope of work for Planning & Zoning and DPW including public participation, meetings and presentations to decision makers.

Strategic Recreation Planner - Responsible for input to the updated level of service task regarding recreation facilities and activity programming for neighborhoods.

Park Planners - Responsible for support to County team by providing Graphic Information System (GIS) graphics for neighborhood level of service task and assistance in workshops with county departments and stakeholders. Other

responsibilities include graphic and data support for way-finding signage and safe routes to parks.

Architectural Drafter - Responsible for graphic support in Urban Design Manual, Safe Routes to Parks, Pattern Book, and public design standards for Urban Design Manual.

Assistant Director - Responsible for administrative policy strategies regarding provision of healthy nutrition vending machines.

Resource Coordinator - Responsible for implementation of Healthy Food Vending Machines (Selection, Procurement).

Planning & Zoning Director - Responsible for processing manuals.

Planning & Zoning Assistant Director - Responsible for document preparation.

Planning & Zoning Chief - Responsible for ensuring consistency with Comprehensive Development Master Plan (CDMP), and Urban Design Manual.

Planning & Zoning Section Supervisor - Responsible for coordination on analysis and consistency with CDMP and Urban Design Manual preparation.

Planning & Zoning Principal Planner - Responsible for Urban Design Manual preparation.

Planning & Zoning Senior Planner - Responsible for Urban Design Manual preparation.

Department of Public Works Project Manager Highway Division - Responsible for coordination and review for access, safe routes to parks, way-finding strategies, and Urban Design Manual preparation.

Department of Public Works Project Manager Traffic Engineering Division - Responsible for coordination and review for access, safe routes to parks, way-finding strategies, and Urban Design Manual preparation.

Department of Public Works Interim Chief - Responsible for coordination and review for access, safe routes to parks, way-finding strategies, and Urban Design Manual preparation.

Department of Public Works Chief Bridge and Canal Management - Responsible for coordination and review for access, safe routes to parks, way-finding strategies, and Urban Design Manual preparation.

b. Professional Qualifications

1. The above employees shall maintain all professional licenses, certifications, and/or experience as required by Federal, State and Local Laws.

c. Staffing Changes

1. Staffing changes may be made as long as the staff members continue to meet the professional qualifications listed above.

2. The Provider shall notify the contract manager in writing of any staff changes, staff vacancies or termination of employment of any staff position referenced in this contract within fourteen (14) calendar days of the termination.

d. Subcontractors

1. The Provider shall not subcontract for any services provided under this contract.

3. Service Location and Equipment

a. Service Location

1. The financial and overall administrative responsibilities for this project will be administered at the Provider's headquarters office located at 275 NW 2nd Street, Miami, Florida 33128.

2. Service locations shall be determined by the Director of the Office of Community Health and Planning and the CPPW Program Manager in conjunction with the Provider.

b. Service Times

1. The Provider's office will be open from Monday through Friday, except on State of Florida and Miami-Dade County recognized holidays or during local emergencies.

2. The service times for the service locations shall be determined by the Director of the Office of Community Health and Planning and the CPPW Program Manager in conjunction with the Provider.

c. Change in Location

1. The Provider shall notify the contract manager in writing of any change in the Provider's location at least one month prior to moving.

d. Equipment

1. The Provider shall provide equitable support services necessary to carry out the provisions of this contract.

2. All equipment under this contract is under the sole responsibility of the Provider.

4. Deliverables

a. Service Unit

Each Deliverable shall be considered to be one (1) service unit. The Provider shall submit the following as deliverables:

1. **Deliverable #1** (Due by July 31, 2010): Quarterly Report, which shall include:
   (a) Access and Equity Standards:
      (i) Summary of collection of base data.
      (ii) Analysis of base data.
   (b) Healthy Vending Machines:
      (i) Contract procurement results and policy changes for nutrition offerings at vending machines in county park and recreation facilities.

2. **Deliverable #2** (Due by October 31, 2010): Quarterly Report, which shall include:
   (a) Access and Equity Standards:
      (i) Matrix of access criteria.
      (ii) Recommendations on access standards to parks/facilities/activities to be used in study.

3. **Deliverable #3** (Due by January 31, 2011): Quarterly Report, which shall include:
   (a) Access and Equity Standards:
      (i) Meeting minutes including input from stakeholders.
      (ii) Service Area GIS files, maps and tables.
      (iii) Service Area Gap Analysis GIS files, maps and tables.
   (b) Urban Design Manual Volume I Update (Private Development) Safe Routes to Parks; Wayfinding Signage and Pattern Book to Promote Physical Activity:
      (i) Updated Urban Design Manual Volume I (Private Development).

4. **Deliverable #4** (Due by April 30, 2011): Quarterly Report, which shall include:
   (a) Access and Equity Standards:
      (i) Composite map of identified acquisition/improvement target areas.
      (ii) Summary matrix of acquisition/improvement target areas.
      (iii) Summary evaluation of opportunities and constraints.
      (iv) Summary of Intervention Strategies/Policies.
   (b) Urban Design Manual Volume I Update (Private Development) Safe Routes to Parks; Wayfinding Signage and Pattern Book to Promote Physical Activity:
      (i) Safe Routes to Parks Plan.
      (ii) Way-finding Signage Plan.

5. **Deliverable #5** (Due by July 31, 2011): Quarterly Report, which shall include:
   (a) Access and Equity Standards:
      (i) Compiled Draft Report.
   (b) Urban Design Manual Volume I Update (Private Development) Safe Routes to Parks; Wayfinding Signage and Pattern Book to Promote Physical Activity:
      (i) Pattern Book.

6. **Deliverable #6** (Due by October 31, 2011): Quarterly Report, which shall include:
   (a) Access and Equity Standards:
      (i) Final Report.

(ii) Power Point presentation and presentation boards of process and findings.
(b) Urban Design Manual Volume 2 (Meaningful Open Space in the Public Realm):
(i) Urban Design Manual Volume 2 (Civic Development).

7. **Deliverable #7** (Due by January 31, 2012): Quarterly Report, which shall include:
(a) Access and Equity Standards:
(i) Adoption of policy by MDPR.

b. Reports

1. Quarterly reports must be presented to the Contract Manager and the Department Program Manager within 15 days of issuance. These reports may be presented to the Contract Manager after the end of the contracting period.

c. Records and Documentation

1. The Provider will maintain the following records and documentation:

a. A fully executed original of this contract, and any amendments hereto.

b. Information sufficient to document compliance with this contract.

5. Performance Specifications

a. Outcomes and Outputs

1. The Provider will create quarterly reports where the Department can follow up the progress of the project. Performance indicators shall include:

(a) 100% of County wide pedestrian and bicycle Access to Parks Evaluation will be completed.

(b) 100% of new pedestrian and bicycle Access Standards and Criteria will be completed and implemented into department policy.

(c) 100% of the Urban Design Manual for private development that incorporates elements which encourage incidental physical activity will be completed and implemented into department policy.

(d) 100% of a new Urban Design Manual for public development (meaningful public spaces) that incorporates elements which encourage incidental physical activity will be completed and incorporated into department policy.

(e) 100% of new policies such as Complete the Street and Safe Routes to Parks will be completed and implemented into department policy.

(f) 100% policy changes regarding vending machines offering healthy nutrition choices will be completed and implemented into department policy.

(g) 50% of existing vending machines will be replaced with healthy nutrition offerings.

b. Monitoring and Evaluation Methodology

1. By execution of this contract, the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above, and will be bound by the conditions set forth below. If the Provider fails to meet these standards, the Department at its exclusive option, may allow up to six months for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

2. At least once per year, the contract manager will conduct an on-site monitoring of the Provider. This monitoring will include an entrance interview, file and document review and an exit interview.

3. The Provider will receive a written report within 30 days of the on-site monitoring visit.

4. If performance deficiencies are identified, the Provider will draft a corrective action plan and submit it to the contract manager within 30 days of receipt of the notification of deficiencies. The contract manager will approve the corrective action plan prior to implementation by the Provider. No corrective action can be considered valid without the Departments authorization. The Provider is solely responsible for correcting performance deficiencies. The Department will provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.

6. Provider Responsibilities

a. The Provider will deliver the services set forth in this contract in accordance with the terms of this contract.

b. Consortium Meetings - It is a mandatory obligation that the Provider shall attend any and all Consortium meetings specifically related to the Provider's respective interventions. Furthermore, the Provider must be proactive in the aforementioned Consortium meetings and actively contribute to the goals and objectives determined by said Consortium.

7. Department Responsibilities

a. Department Obligations

1. The Department shall submit to the Provider only those invoices for payment that have been deemed in compliance with Chapter 287, Florida Statutes.

b. Department Determinations

1. The Department has full authority over approving the quality and acceptability of services delivered. The Department reserves the right to renegotiate or terminate this contract if the performance standards are not met.

2. The determination of extenuating or mitigating circumstances is the exclusive determination of the Department.

C. Method of Payment

1. Fixed Price/Fixed Fee

a. This is a fixed price (fixed fee) contract. The Department agrees to pay the Provider, upon satisfactory completion of both the service(s) rendered and all terms and conditions specified in this contract, the amount of $528,789.00, paid in six (6) equal quarterly payments of $75,541.29, and one (1) quarterly payment of $75,541.26, subject to the availability of the funds. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

b. The Department reserves the right to withhold any or all contract fees if the Provider fails to comply with any terms and/or conditions in this contract. The Department's decision to withhold or reduce quarterly payments shall be submitted to the Provider in writing. The written notice shall specify the manner and extent to which the Provider has failed to comply with the terms of the contract and the timeframes for compliance.

c. Invoice Requirements: In order to receive the quarterly payment, the Provider shall request payment on a quarterly basis through submission of a properly completed invoice **(Attachment IV)** within **ten (10)** days following the end of the quarter for which reimbursement is being requested. A quarterly report as outlined in Section B.4.b shall accompany each invoice.

d. The Provider shall submit one (1) original and four (4) copies of the Quarterly Request for Payment Invoice (Attachment IV) to: Frederick Villari, Contract Manager, 8323 NW 12th Street, Suite 214, Miami, Florida 33126.

e. The Department reserves the right to withhold any or all contract fees if the Provider fails to comply with any terms and/or conditions in this contract. The Department's decision to withhold or reduce quarterly payments shall be submitted to the Provider in writing. The written notice shall specify the manner and extent to which the Provider has failed to comply with the terms of the contract and the timeframes for compliance. The Department will pay the withheld funds to the Provider upon receipt of a supplemental invoice for the amount previously reduced accompanied by supporting documentation of the appropriately amended invoice.

f. The Provider is required to maintain and have available certain documentation. The Department of Health or the State of Florida Comptroller's Office may request additional information at any time. In addition to all documentation listed above being submitted with the invoice, the same information must be kept on file with the Provider and made available within

twenty-four hours notice. Examples of the types of support documentation that must be available upon request are listed below:

1. Documentation of service delivery is required. The Provider must maintain records documenting any and all work performed and the date(s) on which the work was performed, so that an audit trail documenting service provision is available.

2. Program Income: Program income refers to income received or earnings realized from he performance of a specific activity during the period of the contract. The Provider must maintain records documenting the kind and amount of any income received as a direct result of income/expenditures which shall detail the amount and disposition of all program income.

D. Special Provisions Section

1. Required Notification

The Provider agrees to notify the Department's Contract Manager within five (5) business days of any change of event in the agency's corporate status, i.e. administrative dissolution, etc.

2. Facility Standards

The Provider agrees that any facility used, pursuant to the provision of Services under this contract shall comply with state and local fire and health codes, the Americans with Disabilities Act, and all other codes that would apply if space so utilized were owned or leased by the State.

3. Inspection and Effect of Payment

The Services performed by the Provider shall be subject to the Department's reasonable inspection and approval. The Department shall at all times have access to the areas where the services are being performed. Neither inspection, nor lack thereof, or payment of an invoice by the Department shall be deemed approval or be construed to be a waiver of the Department's rights under this contract.

4. Further Acts

Each party to this contract agrees to perform any further act and to execute, acknowledge, and deliver any documents, which may be reasonably necessary to carry out the provisions of this contract.

5. Severability

If any term, covenant, condition, or provision of this contract, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this contract, and the remainder of the provisions of this contract, or their application to any person or circumstance, and shall remain in full force and effect.

6. Litigation

This contract is governed by the laws of the state of Florida.

9. Provider's Authority

Provider warrants and represents that Provider has authority to enter into this contact and any person signing it on Provider's behalf has been duly authorized to execute this contract for Provider.

8. Renewal

This contract may not be renewed.

9. Information Security

The Provider shall comply with Department of Health Information Security Policies as it relates to electronic transmission of confidential or sensitive information via the Internet. The Provider agrees to the following:

a. **Electronic transmission of confidential information via Internet must be encrypted.** Unless encrypted, the Provider may not send any patient, confidential or sensitive information via electronic mail.

b. Wireless Devices: Sending Confidential information via wireless devices is prohibited unless the information can be encrypted in transmission and the device is secured by password. In addition, the wireless device must be an approved DOH standard.

c. All external, electronic data files with confidential information must be encrypted. This applies to all files to be electronically transmitted or transported in any way.

d. Other electronic transmissions of confidential/sensitive information must be safeguarded consistent with current departmental policies and protocols.

e. Confidential/sensitive information must be kept secured within the facility and while in transit to an authorized recipient by using appropriate administrative, technical and physical safeguards.

f. Confidential/sensitive information about clients and employees must be kept private/secured when using facsimile machines, telephones and mail or courier services.

End of Text

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends $500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the provider expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e.,

the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

   A. The Department of Health at each of the following addresses:

      Contract Administrative Monitoring Unit
      4052 Bald Cypress Way, Bin B01 (HAFACM)
      Tallahassee, FL 32399-1729

      The contract manager for this agreement listed in the standard agreement.

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

1. **FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Federal Program 1 CDC-RFA-DP09-912ARRA09 CFDA# 93.724 Title ARRA – CPPW $528,789.00

Federal Program 2 _____ CFDA# _____ Title _____ $0.00

TOTAL FEDERAL AWARDS $528,789.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

SPECIAL REQUIREMENTS:

- Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual to reduce risk factors, prevent and delay chronic disease, promote wellness, and better manage chronic conditions in the following areas; to increased levels of physical activity, improved nutrition (e.g. increased fruit/vegetable consumption, reduced salt and transfats); decreased smoking prevalence and decreased teen smoking initiation; and to decreased exposure to secondhand smoke.
- Recipients may not use funds for research.
- Recipients may not use funds for clinical care.
- Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
- The recipient must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Recipients may not spend more than 10% of the total award on nicotine replacement therapy.
- Recipients must comply with 45 CFR Part 92.

2. **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Matching resources for federal program(s) _____ CFDA# _____ Title _____ $0.00

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ $0.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. $0.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
__X_Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

☐ Recipient who is exempt from Section 215.97, F.S. (public university, community college, district school board, branch of state government, charter schools)
☐ Subrecipient who is exempt from OMB Circular A-133 (for-profit organization)

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

NOTE: Recipients/Subrecipients who are exempt from the audit requirements set forth in OMB Circular A-133 and Section 215.97, Fla. Stat., are not required to have a Single Audit. However, the exempt organization must comply with all compliance requirements set forth within the contract or award document.

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements**
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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ATTACHMENT III

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, Disclosure Form to Report Lobbying*, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

signature

6/22/10
date

George M. Burgess (County Manager)

DEV07
Application or Contract Number

Miami Dade County
name of organization

275 NW 2nd Street, Miami, Florida 33128
address of organization

ATTACHMENT IV

MIAMI-DADE COUNTY QUARTERLY INVOICE
Fixed Price, Fixed Fee Contract
Reporting Period:_____to_____.

Contract #DEV07

Date: _____

Department of Health
Miami-Dade County Health Department
8323 N.W. 12th Street, Suite 214
Miami, Florida 33126

Provider: Miami-Dade County
Attn: John Bowers
275 NW 2nd Street, 4th Floor
Miami, Florida 33128

Description of Services: Provision of contract services as per Attachment I of referenced contract. The Quarterly Services Report has been forwarded to DOH contract manager on record.

Amount of Request: $_____

I certify that the above report is a true, accurate and correct reflection of the activities and deliverables provided during this period and that the expenditures are directly related to the purpose of this contract. All appropriate deliverables have been provided as per Attachment I of this contract.

PROVIDER:

By: _____
Signature of Provider's Authorized Official

Title: _____

Date: _____

Telephone #: _____

Type of Invoice Request:
☐ Regular ☐ Final

DEPARTMENT:

By: _____
Contract Manager

Date:_____

By: _____
Contract Manager's Supervisor

Date: _____