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

Memorandum

Agenda Item No. 14(A)(4)

Date: June 18, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Approval and Execution of Agreements for the Coordination of Transportation Disadvantaged Services in Miami-Dade County and Authorizing the County Mayor to Execute Any Additional Agreements with Entities Meeting Program Eligibility Requirements for Transportation Disadvantaged Services

Resolution No. R-485-13

RECOMMENDATION

It is recommended by the Miami-Dade County Transportation Disadvantaged Local Coordinating Board (LCB) that the Board of County Commissioners (Board) approve the Coordination and Fare Agreements (Agreements) between Miami-Dade County (County), as the Community Transportation Coordinator (CTC), and the following not-for-profit agencies for the provision of safe, cost-effective, and coordinated transportation for the transportation disadvantaged in Miami-Dade County: A Place Called Home, Inc.; Action Community Center, Inc.; Allapattah Community Action, Inc.; Association for Retarded Citizens, South Florida, Inc. dba The ARC of South Florida - Adult and Children Programs; Bay Oaks Home for the Aged. Inc.; Better Way of Miami, Inc.; Borinquen Health Care Center, Inc.; Camillus House, Inc.; Center for Independent Living of South Florida, Inc.; CHARLEE of Dade County, Inc.; Citrus Health Network, Inc.; Coalition of Florida Farmworker Organizations, Inc.; Community Action Agency Foundation; Community Habilitation Center, Inc.; Community Health of South Florida, Inc.; Concept Health Systems, Inc. aka Concept House; Dave and Mary Alper Jewish Community Center; DEEDCO Gardens, Inc.; Douglas Gardens Community Mental Health Center of Miami Beach, Inc.; Easter Seals South Florida, Inc.; Family Resource Center of South Florida, Inc.; Psycho-Social Rehabilitation Center, Inc. aka Fellowship House; Florida PACE Centers, Inc.; Foundation for New Life; Fresh Start of Miami-Dade, Inc.; Goodwill Industries of South Florida, Inc.; Hardcore Youth Service Corp.; Hialeah Housing Authority; Hialeah-Miami Springs Rotary Charitable Foundation, Inc./City of Miami Springs; His House, Inc.; Hope Center, Inc. - a subsidiary of the United Cerebral Palsy Association of Miami, Inc.; Jesse Trice Community Health Center, Inc.; Jewish Community Services of South Florida, Inc.; Little Havana Activities and Nutrition Centers of Dade County, Inc.; MACtown, Inc.; Maison de St. Joseph, Inc.; Miami Beach Community Health Center, Inc.; Miami Behavioral Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Cerebral Palsy Residential Services, Inc.; Miami Jewish Health Systems, Inc.; Miami Lighthouse for the Blind and Visually Impaired, Inc. aka Florida Association of Workers for the Blind, Inc.; Michael-Ann Russell Jewish Community Center; New Horizons Community Mental Health Center, Inc.; North Miami Foundation for Senior Citizens' Services, Inc.; Plaza Health Network aka Hebrew Homes Health Network; Regis House, Inc.; Southwest Social Services Program, Inc.; Spectrum Programs, Inc.; St. Anne's Nursing Center, St. Anne's Residence, Inc.; S.T.E.P.S. in the Right Direction, Inc.; Sunrise Community, Inc.; Sunrise Opportunities, Inc.; The Historic Mount Zion Missionary Baptist Church; The Village South, Inc.; The Learning Experience School; United Cerebral Palsy Association of Miami, Inc.; University of Miami, Mailman Center for Child Development (Debbie School) aka Debbie Institute; University of Miami, Perinatal C.A.R.E. Program; and Villa Maria Nursing and Rehabilitation Center, Inc. aka St. Catherine's Rehabilitation Hospital

SCOPE

The impact of the services provided by these sixty (60) agencies/entities will be countywide.

FISCAL IMPACT
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 Miami-Dade Metropolitan Planning Organization (MPO).

TRACK RECORD/MONITOR
Miami-Dade Transit (MDT), as the Board-designated department appointed to fulfill the CTC's requirements, has entered into these Agreements with not-for-profit agencies to comply with the federally funded Section 5310 Grant for more than 16 years. MDT Project Manager, Ed Carson, will work with both the Florida Department of Transportation (FDOT) District 6 and the Miami-Dade MPO Project Managers to oversee the agencies' compliance with their respective Agreements.

BACKGROUND
Chapter 427 of the Florida Statutes and Rule 41-2 of the Florida Administrative Code designates the Board as the Community Transportation Coordinator (CTC) for Miami-Dade County for a five-year period through the Miami-Dade MPO. The Board has assigned MDT to carry out the requirements of the CTC for the county's Transportation Disadvantaged Program, which services the elderly, disabled, children-at-risk, and economically disadvantaged.

The Miami-Dade County Transportation Disadvantaged Local Coordinating Board (LCB) is the advisory body to the Florida Commission for the Transportation Disadvantaged (CTD), the state agency that enforces Chapter 427 of the Florida Statutes and Rule 41-2. The Agreements are initially submitted and reviewed by the LCB, which advises and evaluates the CTC, and is administered by the Miami-Dade MPO.

The CTC is required to enter into Agreements with other agencies/operators that transport the disadvantaged. In addition, the Federal Transportation Administration (FTA) Section 49 U.S.C. 5310 Grant Program requires that recipients of vehicles administered by FDOT, through the Section 5310 Grant, be part of a coordinated transportation system by entering into an Agreement with the CTC. In Miami-Dade County, private not-for-profit agencies receiving these vehicles transport their clients at no cost to the County. This service reduces the need for the County to provide paratransit trips for this population of individuals.

The Agreements include the cost per trip, as well as service requirements and standards that must be adhered to by all transportation service providers who transport disadvantaged individuals as part of a coordinated transportation system. Ultimately, the agencies work together to coordinate, utilize, and maximize the use of existing transportation resources to provide transportation to disadvantaged populations in a cost-effective manner.

As an example of the sixty Agreements, attached is the Agreement between the County and Allapattah Community Action, Inc. These Agreements are all similar in format, and contain standard language detailing the service provider's business hours, insurance requirements, and transportation service provided.

The effective dates of these Agreements are July 1, 2013 through June 30, 2014 and must be approved by the Board no later than June 30, 2013.

If approved, this Resolution would go into effect upon the County Mayor's filing of his approval with the Clerk of the Board. This will ensure timely execution of the agreements.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 18, 2013

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

SUBJECT: Agenda Item No. 14(A)(4)

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 Mayor'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. 14(A)(4)
6-18-13

RESOLUTION NO. R-485-13

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH A PLACE CALLED HOME, INC., ACTION COMMUNITY CENTER, INC., ALLAPATTAH COMMUNITY ACTION, INC., ASSOCIATION FOR RETARDED CITIZENS, SOUTH FLORIDA, INC. DBA THE ARC OF SOUTH FLORIDA - ADULT AND CHILDREN PROGRAMS, BAY OAKS HOME FOR THE AGED. INC., BETTER WAY OF MIAMI, INC., BORINQUEN HEALTH CARE CENTER, INC., CAMILLUS HOUSE, INC., CENTER FOR INDEPENDENT LIVING OF SOUTH FLORIDA, INC., CHARLEE OF DADE COUNTY, INC., CITRUS HEALTH NETWORK, INC., COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC., COMMUNITY ACTION AGENCY FOUNDATION, COMMUNITY HABILITATION CENTER, INC., COMMUNITY HEALTH OF SOUTH FLORIDA, INC., CONCEPT HEALTH SYSTEMS, INC. AKA CONCEPT HOUSE, DAVE AND MARY ALPER JEWISH COMMUNITY CENTER, DEEDCO GARDENS, INC., DOUGLAS GARDENS COMMUNITY MENTAL HEALTH CENTER OF MIAMI BEACH, INC., EASTER SEALS SOUTH FLORIDA, INC., FAMILY RESOURCE CENTER OF SOUTH FLORIDA, INC., PSYCHO-SOCIAL REHABILITATION CENTER, INC. AKA FELLOWSHIP HOUSE, FLORIDA PACE CENTERS, INC., FOUNDATION FOR NEW LIFE, FRESH START OF MIAMI-DADE, INC., GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC., HARDCORE YOUTH SERVICE CORP., HIALEAH HOUSING AUTHORITY, HIALEAH-MIAMI SPRINGS ROTARY CHARITABLE FOUNDATION, INC./CITY OF MIAMI SPRINGS, HIS HOUSE, INC., HOPE CENTER, INC. - A SUBSIDIARY OF THE UNITED CEREBRAL PALSY ASSOCIATION OF MIAMI, INC., JESSE TRICE COMMUNITY HEALTH CENTER, INC., JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC., LITTLE HAVANA ACTIVITIES AND NUTRITION CENTERS OF DADE COUNTY, INC., MACTOWN, INC., MAISON DE ST. JOSEPH, INC., MIAMI BEACH COMMUNITY HEALTH CENTER, INC., MIAMI BEHAVIORAL HEALTH CENTER, INC., MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC., MIAMI CEREBRAL PALSY RESIDENTIAL SERVICES, INC., MIAMI JEWISH HEALTH SYSTEMS, INC., MIAMI LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED, INC. AKA FLORIDA ASSOCIATION OF WORKERS FOR THE BLIND, INC., MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER, NEW HORIZONS COMMUNITY MENTAL HEALTH CENTER, INC., NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS' SERVICES, INC., PLAZA HEALTH NETWORK AKA HEBREW HOMES HEALTH NETWORK, REGIS HOUSE, INC., SOUTHWEST SOCIAL SERVICES PROGRAM, INC., SPECTRUM

PROGRAMS, INC., ST. ANNE'S NURSING CENTER, ST. ANNE'S RESIDENCE, INC., S.T.E.P.S. IN THE RIGHT DIRECTION, INC., SUNRISE COMMUNITY, INC., SUNRISE OPPORTUNITIES, INC., THE HISTORIC MOUNT ZION MISSIONARY BAPTIST CHURCH, THE VILLAGE SOUTH, INC., THE LEARNING EXPERIENCE SCHOOL, UNITED CEREBRAL PALSY ASSOCIATION OF MIAMI, INC., UNIVERSITY OF MIAMI, MAILMAN CENTER FOR CHILD DEVELOPMENT (DEBBIE SCHOOL) AKA DEBBIE INSTITUTE, UNIVERSITY OF MIAMI, PERINATAL C.A.R.E. PROGRAM, VILLA MARIA NURSING AND REHABILITATION CENTER, INC. AKA ST. CATHERINE'S REHABILITATION HOSPITAL, AND AUTHORIZING THE COUNTY MAYOR, OR MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR, TO EXECUTE ANY ADDITIONAL AGREEMENTS WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTAION DISADVANTGED SERVICES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Agreements between Miami-Dade County and A Place Called Home, Inc., Action Community Center, Inc., Allapattah Community Action, Inc., Association for Retarded Citizens, South Florida, Inc. dba The ARC of South Florida - Adult and Children Programs, Bay Oaks Home for the Aged. Inc., Better Way of Miami, Inc., Borinquen Health Care Center, Inc., Camillus House, Inc., Center for Independent Living of South Florida, Inc., CHARLEE of Dade County, Inc., Citrus Health Network, Inc., Coalition of Florida Farmworker Organizations, Inc., Community Action Agency Foundation, Community Habilitation Center, Inc., Community Health of South Florida, Inc., Concept Health Systems, Inc. aka Concept House, Dave and Mary Alper Jewish Community Center, DEEDCO Gardens, Inc., Douglas Gardens Community Mental Health Center of Miami Beach, Inc., Easter Seals South Florida, Inc., Family Resource Center of South Florida, Inc., Psycho-Social Rehabilitation Center, Inc. aka Fellowship House, Florida PACE Centers, Inc., Foundation for New Life, Fresh Start of Miami-Dade, Inc., Goodwill Industries of South Florida, Inc., Hardcore Youth Service Corp., Hialeah Housing Authority, Hialeah-Miami Springs Rotary Charitable Foundation, Inc./City of Miami Springs, His House, Inc., Hope Center, Inc. - a subsidiary of

the United Cerebral Palsy Association of Miami, Inc., Jesse Trice Community Health Center, Inc., Jewish Community Services of South Florida, Inc., Little Havana Activities and Nutrition Centers of Dade County, Inc., MACtown, Inc., Maison de St. Joseph, Inc., Miami Beach Community Health Center, Inc., Miami Behavioral Health Center, Inc., Miami Bridge Youth and Family Services, Inc., Miami Cerebral Palsy Residential Services, Inc., Miami Jewish Health Systems, Inc., Miami Lighthouse for the Blind and Visually Impaired, Inc. aka Florida Association of Workers for the Blind, Inc., Michael-Ann Russell Jewish Community Center, New Horizons Community Mental Health Center, Inc., North Miami Foundation for Senior Citizens' Services, Inc., Plaza Health Network aka Hebrew Homes Health Network, Regis House, Inc., Southwest Social Services Program, Inc., Spectrum Programs, Inc., St. Anne's Nursing Center, St. Anne's Residence, Inc., S.T.E.P.S. in the Right Direction, Inc., Sunrise Community, Inc., Sunrise Opportunities, Inc., The Historic Mount Zion Missionary Baptist Church, The Village South, Inc., The Learning Experience School, United Cerebral Palsy Association of Miami, Inc., University of Miami, Mailman Center for Child Development (Debbie School) aka Debbie Institute, University of Miami, Perinatal C.A.R.E. Program, Villa Maria Nursing and Rehabilitation Center, Inc. aka St. Catherine's Rehabilitation Hospital, in substantially the form attached hereto and made a part thereof; authorizes the County Mayor, or Mayor's designee, or Miami-Dade Transit Director, to execute same for and on behalf of Miami-Dade County; and authorizes execution of any additional agreements with entities meeting program eligibility requirements for transportation disadvantaged services.

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

	Rebeca Sosa, Chairwoman		**aye**
	Lynda Bell, Vice Chair		**absent**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of June, 2013. This resolution shall become effective upon the earlier of (1) 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, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

ALLAPATTAH
COMMUNITY
ACTION, Inc.

ORLANDO URRA
ALLAPATTAH COMMUNITY
CENTER

ELDERLY PROGRAM
2257 N.W. NORTH RIVER DRIVE
MIAMI, FLORIDA 33125
Ph: (305) 633-0466
Fax: (305) 638-5868

CHILD CARE PROGRAM
1836 N.W. 22 PL.
MIAMI, FLORIDA 33125
Ph: (305) 633-8690
Fax: (305-633-0522

Ardo Mesa
Chairman of the Board

Eduardo Tella
Vice-President / Treasurer

José Enrique Deusá
Secretary

José A. Barrios
Director

Frank Balbuena
Director

Douglas Dutton
Director

Alvaro Fajardo
Director

Ruben Valdes
Director

Miriam Urra
Executive Director

Patricia Miro-Turnes
Program Director

October 26, 2012

Ms. Elizabeth Rockwell
Miami Dade MPO
111 NW 1st Street Suite 920
Miami, Florida 33128

Dear Ms. Rockwell:

Enclosed please find the Coordination & Fare Agreement for 2013 between Allapattah Community Action, Inc. and Miami Dade County.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,

Miriam Urra
Executive Director
ALLAPATTAH COMMUNITY ACTION, INC.

RECEIVED
OCT 26 2012
MIAMI-DADE COUNTY
MPO SECRETARIAT

COORDINATION AND FARE AGREEMENT

THIS COORDINATION AND FARE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this 1st day of **July 2013** by and between Allapattah Community Action, Inc., a corporation organized and existing under the laws of Florida having its principal offices at 2257 NW North River Drive, Miami, Florida 33125 (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, represented by **MIAMI-DADE TRANSIT** as the Community Transportation Coordinator (hereinafter referred to as the "CTC"), having its principal offices at 701 NW 1st Court, Suite 1700, Miami, Florida 33136.

WITNESSETH:

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

WHEREAS, the CTC desires to have such services performed in accordance with the terms of this Agreement; and,

WHEREAS, the CTC has entered into a Memorandum of Agreement (hereinafter referred to as "MOA") with the Florida 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 CTC's Transportation Disadvantaged Service Plan (hereinafter referred to as the "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 from July 1, 2013 and will continue through June 30, 2014.

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:

   8:00 am to 5:00 pm Monday to Friday Phone # 305-633-0466

2. The Provider's service hours and days of operation are as follows:

7:30 am to 5:00 pm Monday through Friday

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

$6.00 per one way trip

Neither the Commission nor the CTC shall be obligated to reimburse the cost to the Provider to provide these transportation services.

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

Total Expenses divided by total number of one-way trips

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

6. The Provider shall provide the following transportation services (describe transportation services; avoid using the term Paratransit to describe services provided).

Door to door transportation from their homes to the Meals Facility Center and back home for each Program participant.

C. COMPLY WITH AUDIT AND RECORD KEEPING REQUIREMENTS

The Provider shall:

1. Comply with all reporting requirements in accordance with the MOA and the CTC's TDSP.

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

3. Submit to the CTC an Annual Operating Report (AOR) 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 CTC 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 (FHWA) and the Federal Transit Administration (FTA).

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 CTC.

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 CTC. 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 CTC 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 CTC and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CTC 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 CTC, 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 CTC 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 the CTC's TDSP, an operator's State of Florida driver's license in the operator's possession is acceptable as a badge for operators of vehicles of agencies with coordination agreements.

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

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

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

5. Comply with all local, state, and federal laws and regulations that apply to the transportation disadvantaged services to be provided pursuant to this 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 CTC's TDSP.

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.

9. Administer first-aid assistance as provided for in the CTC's TDSP.

10. Administer Cardiopulmonary Resuscitation (CPR) assistance as provided for in the CTC's TDSP.

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 CTC in writing, the CTC 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 CTC 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 CTC'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 CTC 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 CTC 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 CTC for this Agreement is Robert Villar, Miami-Dade Transit, 701 NW 1st Court, Suite 1300, Miami, FL 33136.

The representative/position of the Provider responsible for administration of the program under this Agreement is:

Miriam Urra, Executive Director
2257 NW North River Drive
Miami, Florida 33125

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 CTC. Furthermore, the Provider's agents and employees are not agents or employees of the CTC.

O. ORDER OF PRECEDENCE

In the event that any of the provisions of this Agreement should conflict with the provisions of the CTC's TDSP, the latter shall control. Nothing contained in this Agreement shall be construed to override the provisions of the MOA or the CTC's TDSP.

P. COMPLIANCE

Failure of Provider to comply with the requirements set forth in this Agreement may result in the following:

1. Disqualification from eligibility in participating in future Agreements.
2. Ineligibility to apply for Federal Transit Administration (FTA) Section 5310 Program funds.

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

PROVIDER:

Signature

Ardo Mesa
President of the Board
Title

LOCAL COORDINATING BOARD:

Signature

Chairperson
Title

MIAMI-DADE COUNTY CTC:

Signature

Deputy Mayor
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 Ardo Mesa, being first duly sworn state:
Affiant

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

59-2000654
Federal Employer Identification Number (If none, Social Security)

Allapattah Community Action, Inc.
Name of Entity, Individual(s), Partners or Corporations

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

2257 NW North River Drive	**Miami**	**Florida**	**33125**
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
	N/A	
		%
		%

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:	____ Males	____ Females
Black:	1 Males	2 Females
Hispanic:	5 Males	21 Females
Asian:	____ Males	____ Females
American Indian:	____ Males	____ Females
Aleut (Eskimo):	____ Males	____ Females
Total: ____	6 Males	23 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. 2-8.1of 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 following 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.

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

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

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

4. 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.

5. 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.

6. 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 six (6) page document (numbered pages 10-15 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: _____ 10/24/2012
Ardo Mesa (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 25 day of October, 2012, by Ardo Mesa. He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

_____ DD919420
(Signature of Notary) (Serial Number)

NOTARY PUBLIC-STATE OF FLORIDA
Patricia Miro Turnes
Commission #DD919420
Expires: AUG. 24, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

_____ 08/24/2013
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of Florida (State) Notary Seal

CORPORATE RESOLUTION

WHEREAS, the Board of Directors of Allapattah Community Action, Inc. has examined terms, conditions and obligations of the 2013 Coordination and Fare Agreement..

WHEREAS, the Board Of Directors at a duly held corporate meeting have considered that matter in accordance with the By-laws of the corporation,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS of Allapattah Community Action, Inc. that the President and/or Secretary and or Vice President are hereby authorized and instructed to enter into agreement in the name and, on behalf of this corporation, with Miami Dade County in accordance with the document furnished by the Coordination and Fare Agreement

IN WITNESS WHEREOF, this day of 24th day of October 2012

Ardo Mesa
Chairman of the Board

SEAL

2012 Board of Director

Name of Board Member	Title of Position Held on Board	Residence Address and County	Phone Number	Length of Service on Board
Ardo Mesa	President/Chairman of the Board	2310 West Flagler Street Miami, Florida 33126	305-633-0466	1980
Eduardo Tella	Treasurer/Vice President	11337 NW 15th Court Pembroke Pines, Florida 33026	305-633-0466	2002
José E. Dausa	Secretary	9145 Fontainebleau Blvd.#8 Miami, Florida 33172	305-633-0466	1996
Douglas Dutton	Director	7853 W 36 Avenue Miami, Florida 33018	305-633-0466	1988
Alvaro Fajardo	Director	6039 Collins Avenue #633 Miami Beach, Florida 33140	305-633-0466	2001
Francisco M. Balbuena	Director	9581 Fontainebleau Blvd. #205 Miami, Florida 33172	305-633-0466	2003
Rubén Valdes	Director	2545 NW 20 Street Miami, Florida 33142	305-633-0466	2007
Jose A. Barrios	Director	3001 NW 17 Street Miami, Florida 33125	305-633-0466	2007

DRUG FREE WORKPLACE CERTIFICATION

Allapattah Community Action certifies that it will provide and maintain a drug free workplace and has advised the undersigned employee of the following:

- That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, Allapattah Community Action, Inc., is providing a drug-free workplace. A written statement to each employee informs 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 unlawful manufacture, distribution, dispensing, possession or use of a Controlled substance is prohibited in this workplace and appropriate action will be taken against any employees found in violation of this prohibition;

- The employee must notify the employer in writing of the employee's Conviction under a criminal drug statute for a violation occurring in the Workplace no later than five (5) calendar days after such conviction;

- Within thirty (30) calendar days after receiving notice of an employee's conviction, the Employer will take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- Taking appropriate personnel action against such employee, up to and including termination; or

- Requiring such employee to participate satisfactorily in a drug assistance or rehabilitation program approved for such purposes by a federal, state or local health; law enforcement or other appropriate agency;

The employer is making a good faith effort to maintain a drug-free workplace through implementation of this certification.

Employee Signature

Heriberto Mederos
Print Employee Name

Date:

Allapattah Community Action, Inc.
Emergency Procedures

Telephones are located in the reception area and in each of the offices.

A first aid kit is located in the Program Director's office.

Medical Emergency Plan

In the event that a participant or employee has a medical emergency, the Executive or Program Director will instruct a staff member to call 911 or do so herself.

If possible, the person requiring medical attention is taken to the reception area or some area of the office away from the other participants.

A staff member will also be instructed to look up the emergency contacts for this person and will call them to advise them of the situation.

In the case where a participant refuses treatment, we will still call the emergency contacts and let them know.

The activities coordinator fills out an accident/incident report and files it in the incident folder.

In Case of Fire

The fire alarm sirens will be set off. This can be done from any of the fire alarm system boxes located throughout the building.

All participants and employees are evacuated from the building.

A staff member is instructed to call 911 for the fire department.

Allapattah Community Action, Inc.
Unusual Incident Procedures

The following are the procedures to be used to report unusual incidents related to clients and service delivery. Some examples of unusual incidents are as follows:

- Food poisoning
- Robberies on the premises
- Fights
- Accidents (falls)
- Items found in the food

The activities coordinator is assigned to document all the unusual incidents. The form used for this is the accident/incident report.

If the incident deals with food, the activities coordinator or other staff member is instructed to call the catering company and tell them of our incident. The catering company will have to pick up the food with the problem and replace it with something that is equivalent.

In the case of food poisoning, the catering company will be notified and a sample of the food will be sent to a poison control center for further evaluation.

For incidents regarding the behavior of participants, a participant incident report will be filled out and handled according to our procedures on handling disruptive persons.

All incident reports are filed in an incident folder which is kept by the activities coordinator.

EMPLOYEE CPR AND FIRST AID TRAINING POLICY

Purpose:
Ensure all staff is familiar with CPR/First Aid procedures. Ensure that staff working directly with children and elders is prepared to act quickly to ensure the health and well-being of each child and elder. Staffs that are knowledgeable and well-trained are prepared to protect the children and elderly in their care.

Policy:
The following staff will be certified:

Staff that is working with the Elderly
Child Family Advocate
Teachers
Teacher Assistants
Bus Drivers