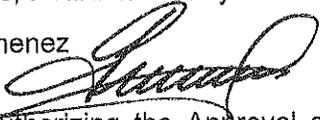


Memorandum



Date: April 21, 2015

To: Honorable Chairman Jean Monestime
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

Agenda Item No. 8(N)(1)

Resolution No. R-320-15

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the following 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 the County: Better Way of Miami, Inc.; Borinquen Health Care Center, Inc.; Camillus House, Inc.; Center for Independent Living of South Florida, Inc.; CHAPMAN Partnership; CHARLEE of Dade County, Inc.; Citrus Health Network, Inc.; Coalition of Florida Farmworker Organizations, Inc.; CMB Visions Unlimited; Community Action Agency Foundation; Community Habilitation Center, Inc.; 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. a/k/a Fellowship House; Florida PACE Centers, Inc.; Fresh Start of Miami-Dade, Inc.; Friendship Circle; Goodwill Industries of South Florida, Inc.; Hialeah Housing Authority; Hialeah-Miami Springs Rotary Charitable Foundation, 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.; Kiily's Kids; Little Havana Activities and Nutrition Centers of Dade County, Inc.; MACtown, Inc.; Maison de St. Joseph, 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. a/k/a Florida Association of Workers for the Blind, Inc.; Michael-Ann Russell Jewish Community Center; North Miami Foundation for Senior Citizens' Services, Inc.; Plaza Health Network a/k/a Hebrew Homes Health Network; Regis House, Inc.; Southwest Social Services Program, Inc.; St. Anne's Nursing Center a/k/a St. Anne's Residence, Inc.; Sunrise Community, Inc.; Sunrise Opportunities, Inc.; The ARC of South Florida - Adult Program; The ARC of South Florida - Children's Program; The Historic Mount Zion Missionary Baptist Church; The Learning Experience School; The Village South, Inc.; University of Miami, Mallman Center for Child Development (Debbie School) a/k/a Debbie Institute; and the Villa Maria Nursing and Rehabilitation Center, Inc. a/k/a St. Catherine's Rehabilitation Hospital.

This matter has already been reviewed and recommended by the Transportation Disadvantaged Local Coordination Board (LCB).

SCOPE

The impact of the services provided by these 49 agencies/entities is countywide.

FISCAL IMPACT

There is a minimal fiscal impact for the County. The departmental staff time required to finalize these Agreements is limited to coordinating with the social service agencies in obtaining and reviewing the signed Agreements and collecting the required agency operating data.

TRACK RECORD/MONITOR

Miami-Dade Transit (MDT), as the Board-designated department appointed to fulfill the Community Transportation Coordinator's requirements, has entered into these Agreements with not-for-profit agencies to comply with state requirements for more than 18 years. MDT Project Manager Ed Carson will work with both the Florida Department of Transportation (FDOT) District 6 and the Miami-Dade Metropolitan Planning Organization (MPO) Project Managers to oversee all agency Agreement compliance.

BACKGROUND

Through Chapter 427 of the Florida Statutes and Rule 41-2 of the Florida Administrative Code, the Miami-Dade Metropolitan Planning Organization designates the Board as the CTC for the County for a five-year period. 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 County Transportation Disadvantaged LCB is the advisory body to the Florida Commission for the Transportation Disadvantaged, the state agency that implements Chapter 427 of the Florida Statutes and Rule 41-2. The Agreements have been submitted and reviewed by the LCB, which advises and evaluates the CTC.

The CTC is required to enter into Agreements with other agencies/operators that transport the disadvantaged. In addition, the Federal Transit Administration Section 49 U.S.C. 5310 Grant Program requires that recipients of vehicles administered by FDOT through the Section 5310 Grant program be part of a coordinated transportation system by entering into an Agreement with the CTC. In the 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 the transportation disadvantaged population.

The Agreements include the cost per trip and 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 49 Agreements, attached is the Agreement between the County and The Village South, 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, 2015 through June 30, 2016, and require approval by the Board no later than June 30, 2015.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 21, 2015

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

SUBJECT: Agenda Item No. 8(N)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County 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. 8(N)(1)
4-21-15

RESOLUTION NO. R-320-15

RESOLUTION APPROVING AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH CERTAIN AGENCIES; AUTHORIZING THE COUNTY MAYOR, MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXECUTE ANY ADDITIONAL AGREEMENTS FOR 2015-16 PROGRAM TERM WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTATION DISADVANTAGED SERVICES, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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:

Section 1. The foregoing recital is approved and is incorporated herein.

Section 2. This Board (a) approves agreements between Miami-Dade County and the following agencies in substantially the form attached hereto and incorporated herein: Better Way of Miami, Inc.; Borinquen Health Care Center, Inc.; Camillus House, Inc.; Center for Independent Living of South Florida, Inc.; Chapman Partnership; CHARLEE of Dade County, Inc.; Citrus Health Network, Inc.; Coalition of Florida Farmworker Organizations, Inc.; CMB Visions Unlimited; Community Action Agency Foundation; Community Habilitation Center, Inc.; 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.

a/k/a Fellowship House; Florida PACE Centers, Inc.; Fresh Start of Miami-Dade, Inc.; Friendship Circle; Goodwill Industries of South Florida, Inc.; Hialeah Housing Authority; Hialeah-Miami Springs Rotary Charitable Foundation, 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.; Killie's Kids; Little Havana Activities and Nutrition Centers of Dade County, Inc.; MACtown, Inc.; Maison de St. Joseph, 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. a/k/a Florida Association of Workers for the Blind, Inc.; Michael-Ann Russell Jewish Community Center; North Miami Foundation for Senior Citizens' Services, Inc.; Plaza Health Network a/k/a Hebrew Homes Health Network; Regis House, Inc.; Southwest Social Services Program, Inc.; St. Anne's Nursing Center a/k/a St. Anne's Residence, Inc.; Sunrise Community, Inc.; Sunrise Opportunities, Inc.; The ARC of South Florida - Adult Program; The ARC of South Florida - Children's Program; The Historic Mount Zion Missionary Baptist Church; The Learning Experience School; The Village South, Inc.; University of Miami, Mailman Center for Child Development (Debbie School) a/k/a Debbie Institute; and the Villa Maria Nursing and Rehabilitation Center, Inc. a/k/a St. Catherine's Rehabilitation Hospital and (b) authorizes the County Mayor, Mayor's designee, or the Miami-Dade Transit Director to execute same for and on behalf of Miami-Dade County, to execute any additional agreements in substantially the form attached for the 2015-16 program year with entities meeting program eligibility requirements for transportation disadvantaged services, and to exercise any provisions contained in such agreements.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County 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

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 2015** by and between The Village South, Inc. , a corporation organized and existing under the laws of Florida having its principal offices at 169 East Flagler St. Suite 1300, Miami, FL 33131 (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, 2015 and will continue through June 30, 2016.

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:

9:00 AM – 5:00 PM Mon-Fri (305)-573-3784

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

24 hours p/day 7 days p/week

7

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

\$19.50 Per 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):

Transportation Cost is divided by the number of trips per person.

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).

Passenger trips by van for Medical Services, Employment (Interviews, job search, employment office, vocational training), Educational (GED equivalency, Parenting classes, etc), recreational (trips to Wellness Center, parks, special events) purposes.

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.

The Provider does hereby covenant and agree that (1) no person on the grounds of race, color, gender, sexual orientation, disability or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination while receiving transportation services, (2) that no person on the grounds of race, color, gender, sexual orientation, disability or national origin shall be excluded from transportation services, and (3) that the Provider shall provide transportation services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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:

Aurelio Morrell – 169 East Flagler Street, Suite 1300, Miami FL 33131

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.

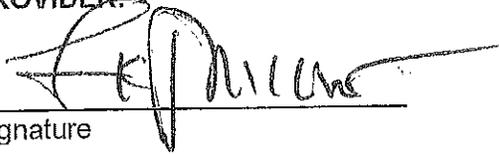
P. COMPLIANCE

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:

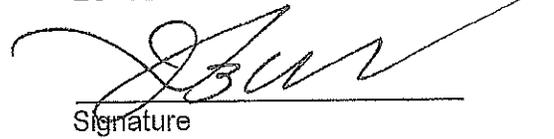


Signature

Senior Vice President

Title

LOCAL COORDINATING BOARD:



Signature

Chairperson

Title

MIAMI-DADE COUNTY CTC:

Signature

County Mayor or
Designee or Miami-Dade
Transit (MDT) Director

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 Aurelio Morrell, 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):

59-1452736

Federal Employer Identification Number (If none, Social Security)

The Village South, Inc.

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

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

169 East Flagler Street Suite 1300

Street Address

Miami

City

FL

State

33131

Zip Code

x 1. **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
Frank C. Rabbito – 169 E Flagler Suite1300, Miami FL 33131		0%
Aurelio F Morrell – 169 E Flagler Suite1300, Miami FL 33131		0%
		%

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):

NONE

Click here to enter text.

Click here to enter text.

- x 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.

x 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?

No

2. Does your firm provide paid health care benefits for its employees?

Yes

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

White:	<u>15</u>	Males	<u>13</u>	Females
Black:	<u>20</u>	Males	<u>67</u>	Females
Hispanic:	<u>13</u>	Males	<u>38</u>	Females
Asian:	<u>2</u>	Males	<u>0</u>	Females
American Indian:	<u>0</u>	Males	<u>0</u>	Females
Aleut (Eskimo):	<u>0</u>	Males	<u>0</u>	Females
Total:	<u>168</u>	<u>50</u> Males	<u>110</u>	Females

x 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.

x 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.

x 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.

x 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.

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

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

x 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: [Signature]
(Signature of Affiant)

10/24/2018
(Date)

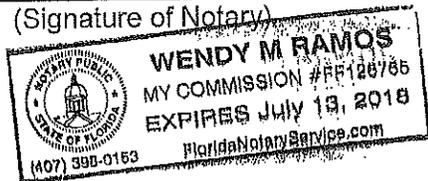
SUBSCRIBED AND SWORN TO (or affirmed) before me this 24 day of October, 2018, by Aurelio Monell. He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

[Signature]

(Signature of Notary)

FF126765

(Serial Number)



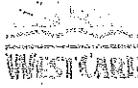
(Print or Stamp of Notary)

7/13/18

(Expiration Date)

Notary Public - State of FL
(State)

Notary Seal



RESOLUTION VS 2014-01

RESOLUTION OF THE VILLAGE SOUTH, INC. ("CORPORATION") BOARD OF DIRECTORS AUTHORIZING THE SUBMISSION OF THE FOLLOWING 2014-2015 GRANT APPLICATIONS AND THE DESIGNATING OF AUTHORIZED REPRESENTATIVES OF THE CORPORATION.

WHEREAS, the Corporation desires to submit and execute the following listed Funding Contracts (as defined below), including all supporting documentation and assurances, to the designed funding agencies under the specific Funding Contract;

WHEREAS, the Funding Contracts require that the Board of Directors of the Corporation approve the submission and execution of each Funding Contract and further require that the Corporation designate named authorized representatives of the Corporation to act on behalf of the Corporation.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Corporation, subject to the Corporation's own grant review structure and policy, hereby approves the submission of the following listed Funding Contracts, including all supporting documentation and assurances required under each application by the issuing funding body, by the Corporation:

- CSAT
- CSAP
- Center for Mental Health Services (CMHS)
- OJJDP
- Health Foundation of South Florida
- The Miami Foundation
- FDOT 5310
- Miami Dade County
- Children's Trust
- Healthy Start
- Department of Children & Families
- South Florida Behavioral Health Network
- Florida Department of Health
- Florida Department of Juvenile Justice
- Center for Disease Control and Prevention
- Health Resources and Services Administration
- Ounce of Prevention

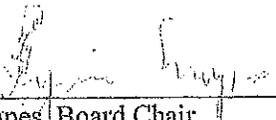
- US Department of Justice
- Administration for Children and Families
- Bureau of Justice Assistance
- Florida Department of Corrections
- Office of Violence Against Women
- US Office of Juvenile Justice and Delinquency Prevention
- Miami Dade County Schools
- Florida Department of Corrections
- Borinquen Health Care Center
- University of Miami
- US Department of Education
- Office of National Drug Control Policy
- National Institute of Health
- Columbia University

BE IT FURTHER RESOLVED that the following persons are hereby authorized by the Corporation to execute and deliver all such documents and instruments related to the Funding Contracts, including but not limited to, any amendments, payment requests and budget modifications attendant to each specific contract, regardless of whether such acts were performed before or subsequent to the date of the adoption of this Resolution:

- | | |
|------------------------|---------------------------------------|
| ◦ Richard Steinberg | President and Chief Executive Officer |
| ◦ Maurice Lee | Chief Operational Officer |
| ◦ Tina Stiles | Chief Financial Officer |
| ◦ Frank Rabbito | Senior Vice President |
| ◦ Frank Scafidi | Senior Clinical Officer |
| ◦ Aurelio Morrell | Regional Controller |
| ◦ Jose Rodriguez | Operations Director |
| ◦ Diana Alvarez-Mendez | Regional Human Resource Director |

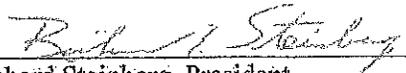
FINALLY, BE IT RESOLVED that the this Resolution VS 2014-01 shall continue in full force and effect and may be relied upon by the Corporation and the County, until the receipt of written notice of any change therein.

PASSED AND ADOPTED by the Board of Directors of the Corporation by unanimous vote on this 26th day of January, 2014.



Lynn Mapes, Board Chair
Board of Directors
The Village South, Inc.

January 26, 2014
Date



Richard Steinberg, President
Board of Directors
The Village South, Inc.

January 26, 2014
Date



Jim Hanna, Secretary
The Village South, Inc.

January 26, 2014
Date

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The Village South, Inc.
2014 Board of Directors and Officers

At-Large Directors

Vacant - Chair

Richard (Rick) Ramsay ~ Vice Chair
Monroe County Sheriff's Office
5525 College Road
Key West, FL 33040
(305) 292-7001 Work
(305) 292-7099 Cell
(305) 292-7099 Fax
rramsay@keyssso.net

Affiliated Entity Directors

(Dr.) Eugene P. Walker
5191 Rock Spring Road
Lithonia, GA 30038
(770) 593-2409 Home
(404) 514-1380 Cell
drepwalker@yahoo.com

William (Bill) J. Baird, III
Attorney at Law
PO Box 351
Pikeville, KY 41502
(606) 437-6276 Work
(606) 437-6383 Fax
bbaird@bairdandbaird.com

(Judge) Peter Szegedy-Maszak
5050 Mac Arthur Blvd., NW
Washington, DC 20016
(202) 841-5137 Cell
pbsmas@gmail.com

David E. Youngquist
21 South Long Lake Trail
North Oaks, MN 55127
(612) 801-6705 Cell
d.youngquist@comcast.net

Senator Spencer Coggs
City Hall, Room 103
200 East Wells Street
Milwaukee, WI 53202
(414) 286-2240 Work
(414) 286-3186 Fax
(414) 640-4033 Cell
spencercoggs@gmail.com

Ex-Officio Directors

Thomas (Tom) J. Walsh, II ~ Vice
Chair Designee of WestCare
Foundation, Inc.
180 28th Ave. North
St. Petersburg, FL 33704
(727) 552-1947 Work
(727) 823-0749 Home
(727) 552-1440 Fax
tom.walsh@westcare.com

Richard (Dick) E. Steinberg ~ President of
WestCare Village South, Inc.
900 Grier Drive
Las Vegas, NV 89119
(702) 385-2090 Work
(702) 385-3360 Fax
rsteinberg@westcare.com

Non-Director Ex-Officio Officers

Jim Hanna, Secretary
of WestCare Village South, Inc.
900 Grier Drive
Las Vegas, NV 89119
(702) 385-2090
jim.hanna@westcare.com

Tina Stiles, Treasurer
of WestCare Village South, Inc.
900 Grier Drive
Las Vegas, NV 89119
(702) 385-2090
tstiles@westcare.com

WESTCARE FOUNDATION, INC. and ALL WESTCARE SUBSIDIARIES & AFFILIATES.
POLICY TITLE: DRUG-FREE WORKPLACE POLICY
PAGES: 1 - 3
APPLICABLE STANDARDS: WESTCARE AND ACCREDITATION STANDARDS
APPROVAL: <i>Richard J. Steinberg</i>
DATE OF SIGNATURE: 8-27-13
ALL WESTCARE - EFFECTIVE DATE:
REVISED DATE:

Drug-Free Workplace Policy

POLICY: It is the policy of WestCare Foundation and all related entities to maintain a drug-free workplace in order to promote the general health of employees, and the efficient operation of the agency. The establishment of a "Drug-Free Workplace Policy" is also in compliance with the Federal Drug-Free Workplace Act of 1988.

RESPONSIBILITY: All Personnel.

PROCEDURE:

1. All employees must take and successfully pass a pre-employment drug test. All job offers are made contingent upon this being accomplished. Failure to take a test, or a positive test result may result in a decision not to hire.
2. Employees may be subject to performance-based testing, or testing based upon reasonable suspicion as necessary. Failure to take a test, or a positive test result may cause disciplinary action up to, and including, termination.
3. Any job-related, post-accident medical treatment will include a post-accident drug test. This includes any employee involved in an accident while driving a company vehicle or while on company business. Failure to take a test, or a positive test result, may cause disciplinary action up to, and including, termination. It may also result in denial of any workers' compensation claim.
4. WestCare will provide a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. WestCare's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and/or employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

5. All staff is hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance/alcohol, or being under the influence is prohibited in the workplace.
 - a. As a condition of employment at WestCare, all employees must abide by the terms of the above-stated prohibition
 - b. All employees must notify their immediate supervisor of any criminal statute conviction for a violation, occurring inside or outside of the workplace, no later than five (5) days after such a conviction.

6. Within thirty (30) days of receiving notice with respect to any employee who is convicted of a criminal drug statute violation of the terms set forth in paragraph three (3), or who receives a positive drug test, WestCare will take at least one of the following disciplinary actions depending on the nature of the criminal offense.
 - a. Schedule a meeting with the immediate supervisor of the employee to review the results of the drug test and schedule a follow-up drug test as indicated prior to further disciplinary action or review.
 - b. Written reprimand in addition to regular drug tests at specified time intervals, and requiring the employee to satisfactorily complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the employee's expense.
 - c. Suspension without pay for a period to be determined by the employee's immediate supervisor, Regional Vice President and Director, Human Resources, drug tests at specific time intervals, and requiring the employee to satisfactorily complete an approved drug abuse assistance and/or rehabilitation program at the employee's expense.
 - d. Termination of employment

7. WestCare must notify any applicable Federal agency providing grant funds to WestCare within ten (10) days after WestCare receives notice of an employee's conviction on a criminal drug statute violation.

8. In order to maintain a drug-free workplace and protect the safety of both staff and clients, all referrals to the Employee Assistance Program for drug or alcohol abuse or dependence are considered formal management referrals; that is, employees who access the EAP on a "self-referral" basis for drug or alcohol abuse will be asked to sign a limited release of information form so that WestCare management may be advised of the referral. However, EAP will notify WestCare management of possible impairment on the part of staff member because of reported alcohol or drug abuse even if employee refuses to sign this release. WestCare reserves the right to suspend the staff member pending investigation, discipline and/or rehabilitation.

9. WestCare will make a good faith effort to continue to maintain a drug-free workplace through implementation of above sections one (1) through eight (8).

10. At hire, all personnel with sign the Statement of Agreement shown below.

STATEMENT OF AGREEMENT

I have read and understand the WestCare "Drug-Free Workplace Policy". I realize that failure to abide by this policy may result in disqualification for employment or termination of employment at WestCare. I further realize that signing this document constitutes a release for controlled substance/alcohol testing.

I hereby authorize any physician, surgeon, practitioner or other person, any hospital, including Veterans' Administration or governmental hospital, any medical service organization, any insurance company, or other institution or organization to release to each other, any medical or other information acquired, including benefits paid or payable, concerning this or other disabilities. A photocopy of this authorization shall be as valid as the original.



UPLIFTING THE HUMAN SPIRIT

THE VILLAGE SOUTH, INC.

CPR AND FIRST AID

The Village desires and encourages continued career and professional development of all its employees. Subsequently the agency offers numerous in-service training sessions to employees. All employees are required to attend all scheduled in-service training session or staff meetings as a condition of continued employment with the agency. Many of the mandatory training sessions are for employees with direct client contact.

One of the training sessions which employees with the direct client contact are required to attend is CPR and First Aid. Employees must be certified in CPR and First Aid within the first six (6) months of employment. Employees are required to maintain their certification active as per licensure requirements

Drives are instructed to call 911 in case of Emergency.

169 E. Flagler Street, Suite 1300
Miami, FL 33131
Phone: 305.573.3784
Fax: 305.381-6001

Partially funded by the Florida Department of Children and Families and Miami-Dade County



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