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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 3(B)(2)

Date: January 20, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of an Agreement for Contracted Services in the Amount of $200,000.00 with the State of Florida's Department of Health for the Implementation of Partnership to Improve Community Health Grant with an Option to Renew for an Additional Year

Resolution No. R-8-16

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to enter into an agreement between the State of Florida's Department of Health and Miami-Dade County's Parks, Recreation and Open Spaces Department (PROS); and to subcontract with the University of Miami's Department of Public Health Sciences and School of Architecture for the implementation of the Partnership to Improve Community Health (PICH) Grant in the amount of $200,000.00 for the grant performance period of January 1, 2016 through December 31, 2016 with an option to renew this contract for an additional year.

Scope

The project will be in multiple parks, therefore, the scope of this resolution is countywide.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County with the approval of this item. There is no County match required for the grant. The total program funding is $200,000.00. Funds for this grant have been allocated from an award received by the State of Florida's Department of Health from the Centers for Disease Control and Prevention's 2014 Partnership to Improve Community Health Grant.

Track Record/Monitor

The proposed grant will be administered by Gina Drakes, Grants Manager for PROS.

Background

This project is a collaboration among the State of Florida's Department of Health, PROS, and the University of Miami to implement the PICH (Attachment A).

PROS's participation involves three (3) project goals: 1) increase the number of people who are utilizing parks, greenways, and bikeways throughout the County from 1.1 million to 1.33 million; 2) increase the number of marketing messages on the health benefits and the safety features of the parks, as well as the Fit2Play Program to residents in Miami-Dade County from three (3) messages to five (5) messages; and 3) increase access to physical environments through increased number of miles of greenways/linear parks in Miami-Dade County from 143 miles to 173 miles. As our partner, the

University of Miami will be measuring and evaluating the impacts of these improvements on the health of the community.

Attachments

Michael Spring, Senior Advisor
Office of the Mayor

Attachment A

CFDA No. 93.331
CSFA No. NA

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☐ Client ☒ Non-Client
☐ Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department," and MIAMI-DADE COUNTY hereinafter referred to as "Provider."

THE PARTIES AGREE:

I. PROVIDER AGREES:

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

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the contract.
2. Federal Law
   a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
   b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts and Cooperative Agreements."
   d. If this contract contains federal funds and is over $100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this contract contains federal funding in excess of $100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
   f. The Department will consider employment of unauthorized aliens a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a. Such violation will be cause for unilateral cancellation of this contract by the Department. Provider must utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
   g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319 and12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R., chapter 60.
   h. Provider and any subcontractors must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-8084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
   i. HIPAA: Where applicable, Provider will comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services at 45 C.F.R. parts 160 and 164 promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively "HIPAA."
   j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at https://flvendor.myfloridacfo.com. Any subsequent changes must be performed through this website; however, if Provider needs to change its FEID, it must contact the DFS Vendor

D. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients and employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring it, at its sole and exclusive direction, may provide Provider with a written report, require corrective action or take other actions including the withholding of payments, and termination of this contract for cause.

E. **Indemnification**

1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. Provider's inability to evaluate liability or its evaluation of liability will not excuse Provider's duty to defend and indemnify within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to defend **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

F. **Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The Department reserves the right to require additional insurance as specified in Attachment I.

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

H. **Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
2. Provider will be responsible for all work performed and all expenses incurred with the project. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Provider, at its expense, will defend the Department against such claims.
3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. **Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to Provider by the Department. In the event that Provider or its independent auditor discovers that overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

J. **Transportation Disadvantaged**

If clients are to be transported under this contract, Provider will comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code Chapter 41-2. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

K. **Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc.: Any articles which are the subject of, or are required to carry out this contract will be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and section (4), Florida Statutes. For purposes of this contract, Provider will be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content: It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of sections 403.7065 and 287.045, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3).
4. MyFloridaMarketPlace Transaction Fee:
   a. The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
   b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor will pay the Transaction Fee pursuant to Florida Administrative Code Rule 60A-1.031(2). By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
   c. Provider will receive a credit for any Transaction Fee paid by Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

L. **Civil Rights Requirements**

Civil Rights Certification: Provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. **Independent Capacity of the Provider**

1. Provider is an independent contractor and is solely liable for the performance of all tasks contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

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

O. **Final Invoice:** To submit the final invoice for payment to the Department no more than 15 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from Provider and necessary adjustments thereto have been approved by the Department.

P. **Use of Funds for Lobbying Prohibited:** To comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. **Public Entity Crime and Discriminatory Vendor**

1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity

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

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

R. **Patents, Copyrights, and Royalties**

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101 are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract, and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance under this contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

S. **Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the Department's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

T. **Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT), offered by the Florida Department of Financial Services... Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from the Department of Financial Services.

U. **Information Security:** Provider must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes.

II. METHOD OF PAYMENT

A. **Contract Amount:** The Department agrees to pay Provider for the satisfactory completion of Deliverables in accordance with Attachment I in an amount not to exceed $200,000.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. **Contract Payment:**

a. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

b. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.

b. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the

Comptroller pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

C. **Vendor Ombudsman:** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. PROVIDER CONTRACT TERM

A. **Effective and Ending Dates:** This contract shall begin on January 1, 2016 or on the date on which the contract has been signed by both parties, whichever is later. It will end on December 31, 2016.

B. **Termination**

1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' notice in writing to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, Provider will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach: This contract may be terminated for Provider's non-performance upon no less than 24 hours' notice in writing to Provider. If applicable, the Department may employ the default provisions in Florida Administrative Code Rule 60A-1.006(3). Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

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

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

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

   Miami-Dade County
   Parks, Recreation and Open Spaces Department
   275 NW 2nd Street
   Miami, FL 33128

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

   Angus Laney , Chief of Finance and Budget
   Parks, Recreation and Open Spaces Department
   275 NW 2nd Street, Miami, Fl 33128

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

   Ninfa G. Urdaneta
   8323 NW 12th Street, Suite #214
   Miami, FL 33126
   Telephone: 786-845-0316

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

   Erick Hansen, Program Manger
   Parks, Recreation and Open Spaces Department
   275 NW 2nd Street, Miami, FL 33128 – 305-755-5460

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

E. **All Terms and Conditions Included:** This contract and its attachments as referenced, Attachments I, II, and III, IV, and Exhibits A, B, C, D, E, 1, 2, and 3 contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

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

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

PROVIDER: MIAMI-DADE COUNTY

SIGNATURE:

PRINT/TYPE NAME: MICHAEL SPRING

TITLE: SENIOR ADVISOR, OFFICE OF THE MAYOR

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN): 59-6000573

PROVIDER FISCAL YEAR ENDING DATE: 9/30

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: LILLIAN RIVERA, R.N., M.S.N., PH.D.

TITLE: ADMINISTRATOR

DATE:

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. AO: Annual Objective.

b. CDC: The Centers for Disease Control and Prevention.

c. Consortium: The Consortium for a Healthier Miami-Dade.

d. Contract Manager: The Department's employee responsible for enforcing the performance of contract terms and conditions. The contract manager is the Department's primary point of contact through which all contracting information flows between the Department and the Provider.

e. County: Miami-Dade County.

f. DOH: The State of Florida Department of Health.

g. DOH-Miami-Dade: The Department of Health in Miami-Dade County.

h. Fit2Play: Provider's program offering a wide variety of activities for kids and adults (e.g., camps running throughout the year for summer, after-school, winter, spring, and one-day; and activities for adults and families such as yoga, Pilates, art classes, knitting, and outdoor educational).

i. FTE: Full-time employee.

j. PICH: Partnership to Improve Community Health.

k. Provider: Miami-Dade County.

l. Quarter: Quarter 1: January - March 2016; Quarter 2: April - June 2016; Quarter 3: July – September 2016; and Quarter 4: October 2016 – December 2016.

m. SOPARC: System for Observing Play and Recreation in Communities.

n. Subcontractor: University of Miami (UM).

o. Target Audience: Community members' focus groups.

2. General Description

a. General Statement: The Provider will work closely with the Florida Department of Health Office of Community Health and Planning in the implementation of the PICH grant, which will be implemented through the Consortium for a Healthier Miami-Dade. PICH is a 3-year initiative to improve health and reduce the burden of chronic diseases and supports the implementation of population-based strategies that expand the reach and health impact of policy, systems, and environmental (PSE) improvements. Strategies implemented will focus on the chronic disease risk factors or community conditions to reach a minimum of 75% of the population within the targeted region. The mission of the DOH is to protect, promote and improve the health of all people in Florida through integrated state, county and community efforts. The Provider shall comply with CDC requirements and expectations and will be responsible for fulfilling the following:

- Services will be provided in collaboration with UM Schools of Medicine and Architecture through UM's SOPARC.
- Services include but are not limited to the increase of the number of people using physical activity environments in Miami-Dade County.

b. Authority:

- 42 USC 241A, 243BC, 247BK2.
- Section 381.0011(5), Florida Statutes.
- Catalog of Federal Domestic Assistance (CFDA) Number 93.331 Partnership to Improve Community Health PICH.
- Section 408.033, Florida Statutes.
- Federal Award Identification Number (FAIN): U58DP005957.
- Grant Number: 1U58DP005957-01.

B. Manner of Service Provision

1. Scope of Work: The Provider will increase the number of people who are utilizing parks, greenways, and bikeways throughout the Miami-Dade County Parks, Recreation and Open Spaces Department from 1.1 million to 1.33 million. The Provider will also increase the number of messages on the health benefits and the safety features of the parks as well as the Fit2Play program to residents in Miami-Dade County from 3 to 5. In addition, the Provider will increase access to physical environments through increase number of miles of greenways/liner parks in Miami-Dade County from 143 miles to 173 miles.

a. Tasks: Provider will perform the following tasks throughout the term of this contract:

1) Develop a Comprehensive Work Plan for implementation on the work that will be performed under this contract using Exhibit D and submit it to the Contract Manager within fifteen (15) calendar days of the end of Quarter 1.
2) Hire and train a minimum of one full-time (1) staff member. Submit to the Contract Manager a summary report, detailing progress made to hire and train staff with fifteen (15) calendar days of the end of Quarter 1. Submit to the Contract Manager a final summary report, summarizing the hiring and training of staff, within fifteen (15) calendar days following the end of Quarter 2.
3) Provide to the Contract Manager the names and background of the staff hired by UM within 30 calendar days of the effective date of this contract. Ensure that the Subcontractor trains its staff in SOPARC within 60 days of the effective date of this contract. Submit to the Contract Manager a summary report, summarizing the hiring and training of Subcontractor's staff within fifteen (15) calendar days of following the end of February 2016.
4) Conduct at least one (1) monthly progress meeting with UM (may participate through conference calls). Provide evidence of participation at these monthly meetings, including but not limited to copies of conference notices, agendas, meeting minutes or summaries, meeting materials, and supporting materials. This evidence of participation must be submitted to the Contract Manager on a monthly basis within fifteen (15) calendar days of the end of each month.
5) Provide one (1) project progress report per month and submit it to the Contract Manager within fifteen (15) calendar days following the end of each month.
6) Select three (3) Miami-Dade County park properties to observe and document the status of the intervention efforts. Submit a report to the Contract Manager within fifteen (15) calendar days of the end of Quarter 1.
7) Provide to the Contract Manager the list of three (3) parks that will be observed within 30 days of the effective date of this contract.
8) Observing at least three (3) selected parks and utilizing the SOPARC measure system, measure park utilization and physical activity, including the number of people using the park and in what capacity, within 90 calendar days of the effective date of this contract. Submit a report to the Contract Manager within fifteen (15) calendar days following the end of Quarter 1.
9) Establish policies that increase access and utilization of 30 miles of new greenways, estimating that more than 230,000 residents will have access to the 30 miles of new greenway trails. Provide a policies report to the Contract Manager within fifteen (15) calendar days of the end of Quarter 4.
10) Document, using the geographic information system (GIS), to estimate the number of accessible parks, entrances and number of miles or linear greenways. Submit a copy of this document to the Contract Manager within fifteen (15) calendar days of the end of Quarter 3.

11) Provide a report of areas, relative to the three (3) Miami-Dade County park properties to be observed, with increased usage, and submit a report to the Contract Manager within fifteen (15) calendar days of the end of Quarter 4.

12) The Provider will facilitate the programming of software/statistical package that will assess utilization/physical activity within parks and park utilization. Produce at least one (1) report per Quarter. Submit a copy of the quarterly report to the Contract Manager within fifteen (15) calendar days of the end each Quarter.

13) Document patterns of utilization and physical activity, showing differences in number of users, types and amount of physical activity, and park utilization. Produce at least one (1) report per Quarter. Submit a copy of the quarterly report to the Contract Manager within fifteen (15) calendar days of the end each Quarter.

14) Schedule at least four (4) monthly meetings with decision makers (e.g., Miami-Dade Transit, Miami-Dade County Commissioners, and health and design professionals to advocate for parks and park use) regarding the benefits of increasing physical activity opportunities and advocating for policy change. Provide evidence of these meetings, including but not limited to copies of conference notices, agendas, meeting minutes or summaries, meeting materials, and supporting materials. This evidence of meetings must be submitted to the Contract Manager on a monthly basis within fifteen (15) calendar days of the end of the month in which the meeting was held.

15) Prepare a media campaign that will educate and promote access, utilization and safety of parks and will culminate with the Great Park Summit event in April 2016. Submit a written summary of the media campaign (including the number of hits from social media messaging and at least three (3) copies/evidence of advertisements or media communications) to the Contract Manager within fifteen (15) calendar days of the end of each Quarter. Media campaign includes but is not limited to traditional media (e.g., television, newspapers, and radio), social media through community biking and running and walking advocacy groups, outreach to health and design professionals, and other organizations such as County biking groups.

16) Provide at least one (1) training quarterly to staff in community-wide outreach including traditional media, community outreach, and social media messaging. Submit a copy of the trainings sign-in sheets to the Contract Manager within fifteen (15) calendar days of the end of each Quarter.

17) Provide at least one (1) issue specific training quarterly, including engaging community members such as Miami-Dade County bicycling, running, and walking groups on social media and "mile coordinators" for new greenway parks. Submit a copy of the quarterly report to the Contract Manager within fifteen (15) calendar days of the end of each Quarter.

18) Present at least one (1) topic per month to the Target Audience to involve community members and stakeholders in the intervention. Provide documentation that was presented to the Target Audience, including the

sign-in sheets of community members participating in the focus groups, to the Contract Manager within fifteen (15) calendar days of the end of each month.

19) All papers, posters, or articles that are developed under the PICH award cooperative agreement must be reviewed and co-authored by the Project Director (DOH-Miami-Dade Assistant Community Health Nursing Director).

20) Assign a staff member to attend monthly the Consortium Health & Built Environment (HBE) Committee and provide documentation of participation (may participate through conference calls). Provide evidence of participation at monthly Consortium HBE Committee meetings, including but not limited to copies of conference notices, agendas, meeting minutes or summaries, meeting materials, and supporting materials. This evidence of participation must be submitted to the Contract Manager on a monthly basis within fifteen (15) calendar days of the end of each month.

21) Provide a baseline participation data for the Fit2Play Program. Provide a copy of this data to the Contract Manager within fifteen (15) calendar days of the end of Quarter 4.

22) Provide a detailed budget using Exhibit E, which should be delivered within thirty (30) calendar days after the execution of the contract to the Contract Manager. The budget must be consistent with the PICH grant, all applicable laws, rules, regulations, policies, PICH grant program legislation and program regulation cited in the Notice of Award, and CFDA Number 93.331 Partnership to Improve Community Health PICH applicable Program requirements. This detailed budget will be submitted to the CDC. If determined that costs were not allowed, the funds that were disallowed and were received under this contract must be remitted to the Department within 45 calendar days of the earlier of the expiration of, or termination of, this contract.

23) Provide an annual report of all of the activities performed under the Partnership to Improve Community Health and submit it to the Contract Manager within fifteen (15) calendar days of the end of Quarter 4.

24) Write one (1) success story. Submit to the Contract Manager the success story within fifteen (15) calendar days of the end of Quarter 4.

25) Fill out and submit Exhibit A to the Contract Manager within fifteen (15) calendar days of the end of each Quarter.

26) Submit Exhibit B on a monthly basis to the Contract Manager within fifteen (15) calendar days of the end month.

27) Report progress on items listed in Exhibit C to the Contract Manager within fifteen (15) calendar days of the end of each Quarter.

b. Tasks Requirements and Tasks Limits:

The Provider must comply with all laws, rules, regulations, codes, ordinances, policies, and licensing requirements that apply to this contract and the provision of services. The Provider must also comply with the PICH Notice of Award, CFDA Number 93.331 Partnership to Improve Community Health PICH applicable Program requirements, PICH grant program legislation and program regulation cited in the Notice of Award to DOH including but not limited to Notice of Award and grants policy terms and conditions, applicable restrictions on the expenditures of federal funds, 45 CFR Part 74 or 45 CFR Part 92 as applicable, and applicable grant policies, as amended, incorporated herein.

2. Staffing Requirements

a. Staffing Levels

1) The Provider shall document and maintain, to the satisfaction of the Department, proof of sufficient staff to carry out the specific requirements of the contract.
2) The Provider shall maintain at a minimum the following personnel:
   a) Three (3) staff with the titles of Park Planners.
   b) One (1) Parks Recreation Planner.
   c) One (1) Park Sales & Marketing Coordinator.
   d) One (1) Parks Grants Specialist.
3) The Subcontractor shall maintain at a minimum:
   a) One (1) UM professor of Architecture.
   b) One (1) UM professor of Public Health.
   c) One (1) UM Public Health Biostatistician.
   d) Three (3) UM students researchers.

b. Professional Qualifications

The Provider's staff must possess experience with the administration of similar initiatives. Licensed or certified health professionals providing services under this contract must have a current license or certificate to practice in the State of Florida, and the license or certificate must remain active and in good standing for the duration of this contract. Professional staff employed by the Provider must practice in accordance with all applicable State of Florida statutory practice acts. Proof of such licenses or certificates and credentials must be immediately provided to the Department upon request.

c. Staffing Changes

Staff changes may be made as long as the staff members continue to meet the professional requirements as listed above. The Department's Contract Manager must be notified in writing of any staff changes, staff vacancies or termination of employment of any staff position referenced in this Attachment I, section B.2.a, of this contract, within fourteen (14) calendar days of the staff changes, staff vacancies or termination of employment, unless otherwise noted in this contract.

d. Subcontracts

a. The Provider may not sub-contract for services provided under this contract unless the subcontract(s) is approved by the Department before entering into the subcontract(s). Subcontracting shall take place only upon the Department's prior written approval. Where subcontracting is permitted, the subcontract must adopt the applicable terms of this contract between the Provider and DOH. Failure to notify the Department prior to subcontracting may be sufficient cause for termination of this contract.

b. The Department has approved UM as Subcontractor. The subcontract or agreement between the Provider and UM has to be approved by DOH before the Subcontractor (UM) may provide services under the subcontract.

e. Trainings

The Provider shall conduct orientation for employees at its expense. The Provider shall comply with the DOH information security and privacy awareness training and policies. Other training requirements that are deemed necessary by the Department may also be required.

3. Service Location and Equipment

a. Location and Facility Requirements

The Provider shall maintain sufficient facilities to deliver the services described herein. In addition, services shall be provided at such locations that would be required or facilitate the effective delivery of the services.

b. Service Times

The Provider's staff must be available between the hours from 8:30 AM to 7:00 PM, Eastern Standard Time, Monday through Friday, excluding State of Florida holidays. In addition, services shall be provided at such times that would be required or facilitate the effective delivery of the services.

c. Changes in Location

1) The Provider shall notify the Department in writing a minimum of one week prior to making changes in location, which affect the Department's ability to contact the Provider by telephone, facsimile transmission or in writing. The notification shall include the rationale for the move and information to assure that the new location is adequate to provide the necessary space for personnel providing services under this contract. The Department reserves the right to make the final determination on approval and acceptability of the location change.

2) In the incident of an emergency, temporary changes in location must be made to assure the continuity of services and the safety and welfare of the staff. These changes must be submitted to the Department as soon as possible.

d. Equipment and Supplies

1) The Provider shall provide and is responsible for the purchase and maintenance of equipment and supplies necessary to provide the services identified in this contract. The Provider may use contract funds for supplies and equipment as long as they are allocated to this contract, allowable, reasonable, and necessary. The Provider may not purchase equipment, supplies or any property, unless otherwise allowed and approved under the PICH grant.

2) All property, including equipment and supplies, bought with contract funds, regardless of dollar amount, is property of the state, unless otherwise noted in this contract. As such, the state is entitled to the return of all property once the contract has expired. Title (ownership) to all property acquired with funds from this contract shall be vested in the Department upon completion or termination of the contract. All such property purchased under this contract shall be listed on the property records of the Provider. Property purchased under this contract shall be inventoried annually and an inventory report shall be submitted to the Department along with the final expenditure report. The inventory list must include the description of the property, model number, manufacturer's serial and/or identification number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property. A report of property shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At no time shall the Provider dispose of property purchased under this contract except with the permission of the Department in accordance with their instructions.

4. Deliverables:

a. The Provider must implement the PICH grant by: (i) documenting the impacts of policies to increase the number of people who are utilizing parks, greenways, and bikeways; (ii) by increasing the number of messages on the health benefits and the safety features of the parks as well as the Fit2Play program; (iii) by increasing access to physical environments through increase number of miles of greenways/liner parks; and (iv) by submitting the Deliverables in the time and manner specified in section B, 1, a, of this Attachment I, as follows:

1) Develop a Comprehensive Work Plan for implementation on the work that will be performed under this contract using Exhibit D and submit it as indicated in Task B.1.a.1.
2) Hire and train a minimum of one full-time (1) staff member. Submit to the Contract Manager a summary reports as indicated in Task B.1.a.2.
3) Provide the names and background of the staff hired by UM as stipulated. Ensure that the Subcontractor trains its staff in SOPARC as required. Submit a summary report, summarizing the hiring and training of Subcontractor's staff as provided in Task B.1.a.3.
4) Select three (3) Miami-Dade County park properties to observe and document the status of the intervention efforts, and submit a report as required in Task B.1.a.6.
5) Submit the list of three (3) parks that will be observed as stipulated in Task B.1.a.7.
6) Measure park utilization and physical activity as specified, and submit a report as required in Task B.1.a.8.
7) Establish policies that increase access and utilization of new greenways, and provide a policies report as indicated in Task B.1.a.9.
8) Document, using the geographic information system (GIS), to estimate the number of accessible parks, entrances and number of miles or linear greenways. Submit a copy of this document as provided in Task B.1.a.10.
9) Provide a report of areas, relative to the three (3) Miami-Dade County park properties to be observed, with increased usage, and submit a report as specified in Task B.1.a.11.
10) All papers, posters, or articles that are developed under the PICH award cooperative agreement must be reviewed and co-authored by the Project Director as indicated in Task B.1.a.19..
11) Provide a baseline participation data for the Fit2Play Program as indicated in Task B.1.a.21.
12) Provide a detailed budget using Exhibit E as requested in Task B.1.a.22.
13) Write one (1) success story and submit it as specified in Task B.1.a.24.

14) Monthly:

a) Conduct at least one (1) monthly progress meeting with UM and submit evidence of participation at these monthly meetings as specified in Task B.1.a.4.
b) Submit one (1) project progress report per month as indicated in Task B.1.a.5.
c) Schedule at least four (4) monthly meetings with decision makers, and submit evidence of these meetings as required in Task B.1.a.14.
d) Present at least one (1) topic per month to the Target Audience to involve community members and stakeholders in the intervention, and provide documentation that was presented to the Target Audience as indicated in Task B.1.a.18.
e) Assign a staff member to attend monthly the Consortium Health & Built Environment (HBE) Committee and provide documentation of participation, and provide evidence of participation at monthly Consortium HBE Committee meetings as required in Task B.1.a.20.
f) Submit Exhibit B as indicated in Task B.1.a.26.

15) Quarterly:

a) The Provider will facilitate the programming of software/statistical package that will assess utilization/physical activity within parks and park utilization. Submit a copy of the quarterly report as stipulated in Task B.1.a.12.
b) Document patterns of utilization and physical activity, showing differences in number of users, types and amount of physical activity, and park utilization. Submit a copy of the quarterly report as specified in Task B.1.a.13.
c) Prepare a media campaign that will educate and promote access, utilization and safety of parks and will culminate with the Great Park Summit event in April 2016. Submit a written summary of the media campaign as specified in Task B.1.a.15.
d) Provide at least one (1) training quarterly to staff in community-wide outreach and submit a copy of the trainings sign-in sheets as provided in Task B.1.a.16.
e) Provide at least one (1) issue specific training quarterly, and submit a copy of the quarterly report as stipulated in Task B.1.a.17.
f) Submit Exhibit A as required in Task B.1.a.25.
g) Submit Exhibit C as indicated in Task B.1.a.27.

16) Yearly: Provide an annual report of all of the activities performed under the Partnership to Improve Community Health and submit as stipulated in Task B.1.a.23.

b. Reports: The Provider must submit electronically via e-mail communication to the Department (to both the DOH-Miami-Dade Assistant Community Health Nursing Director who serves as the Project Director on this project and the Contract Manager) the reports and documentation in the form, time and manner specified in section B. 1. a. (Tasks). In addition, the Provider must submit with each monthly invoice a hardcopy of the documentation and reports due within the period the invoice covers.

c. Records and Documentation:

1) The Provider shall maintain records that comply with all professional and legal standards.

2) The Provider must maintain records, in a secured area, documenting all expenditures incurred related to services provided under the terms of this contract to maintain an audit trail. Documentation shall be organized in a manner by which the Department can match monthly expenditures with services rendered.

3) The Provider must maintain all records documenting services or activities of this contract and shall assure that the records are subject to inspection or review by State or other personnel duly authorized to inspect and review records pertaining to activities funded by this contract. The State of Florida may request additional information at any time.

5. Performance Measures:

a. Outcomes/Outputs: The deliverables must be met at this minimum level of performance:

1) Develop a Comprehensive Work Plan for implementation on the work that will be performed under this contract using Exhibit D as specified.
2) Hire and train a minimum of one full-time (1) staff member. Submit to the Contract Manager summary reports as indicated.
3) Provide the names and background of the staff hired by UM as stipulated. Ensure that the Subcontractor trains its staff in SOPARC as required. Submit a summary report summarizing the hiring and training of Subcontractor's staff as provided.
4) Conduct at least one (1) monthly progress meeting with UM and submit evidence of participation at these monthly meetings as specified.
5) Submit one (1) project progress report per month as indicated.
6) Select three (3) Miami-Dade County park properties to observe and document the status of the intervention efforts, and submit a report as required.
7) Submit the list of three (3) parks that will be observed as stipulated.

8) Measure park utilization and physical activity as specified, and submit a report as required.
9) Establish policies that increase access and utilization of new greenways, and provide a policies report as indicated.
10) Document, using the geographic information system (GIS), to estimate the number of accessible parks, entrances and number of miles or linear greenways. Submit a copy of this document as provided.
11) Provide a report of areas, relative to the three (3) Miami-Dade County park properties to be observed, with increased usage, and submit a report as specified.
12) The Provider will facilitate the programming of software/statistical package that will assess utilization/physical activity within parks and park utilization. Submit a copy of the quarterly report as stipulated.
13) Document patterns of utilization and physical activity, showing differences in number of users, types and amount of physical activity, and park utilization. Submit a copy of the quarterly report as specified.
14) Schedule at least four (4) monthly meetings with decision makers, and submit evidence of these meetings as required.
15) Prepare a media campaign that will educate and promote access, utilization and safety of parks and will culminate with the Great Park Summit event in April 2016. Submit a written summary of the media campaign as specified.
16) Provide at least one (1) training quarterly to staff in community-wide outreach and submit a copy of the trainings sign-in sheets as provided.
17) Provide at least one (1) issue specific training quarterly, and submit a copy of the quarterly report as stipulated.
18) Present at least one (1) topic per month to the Target Audience to involve community members and stakeholders in the intervention, and provide documentation that was presented to the Target Audience as indicated.
19) All papers, posters, or articles that are developed under the PICH award cooperative agreement must be reviewed and co-authored by the Project Director (DOH-Miami-Dade Assistant Community Health Nursing Director).
20) Assign a staff member to attend monthly the Consortium Health & Built Environment (HBE) Committee and provide documentation of participation, and provide evidence of participation at monthly Consortium HBE Committee meetings as required.
21) Provide a baseline participation data for the Fit2Play Program as indicated.
22) Provide a detailed budget using Exhibit E as requested.
23) Provide an annual report of all of the activities performed under the Partnership to Improve Community Health and submit as stipulated.
24) Write one (1) success story and submit it as specified.
25) Submit Exhibit A as specified.
26) Submit Exhibit B as required.
27) Submit Exhibit C as indicated.

b. Monitoring and Evaluation Methodology

1) By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the terms and conditions herein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Department will terminate the contract in the absence of any extenuating or mitigating circumstances.
2) At least once per year, the Contract Manager shall conduct a desk-review monitoring of the Provider. This monitoring shall include files and document review.
3) The Provider shall receive a written report within 30 calendar days of the monitoring date. If performance deficiencies are identified, the Provider shall draft a corrective plan and submit it to the Contract Manager within 30 calendar days of receipt of the notification of deficiencies. The Department will approve the corrective action plan prior to implementation by the Provider. No corrective action plan can be considered valid without the Department's authorization. The Provider is solely responsible for correcting performance deficiencies. The Department will provide technical assistance as requested by the Provider in writing or identified in the corrective action plan.
4) This component is intended to be in addition to other audit requirements and is not to be construed as a limitation upon them.

6. Provider Responsibilities

a. Provider Unique Activities

The Provider is responsible for the satisfactory performance of its tasks described herein. By execution of the contract, the Provider recognizes its singular responsibility for its tasks, activities, and deliverables described herein and warrants that it is fully-informed of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

b. Coordination of Services

The Provider shall coordinate with other organizations or entities to provide the best possible services under this contract. The failure of other organizations or entities does not alleviate the Provider from any accountability for tasks or services that the Provider is obligated to perform pursuant to the terms and conditions of this contract.

7. Department Determination

The Department reserves the right to make the final determination on approval and acceptability of services, deliverables, invoices, reports and other documentation. The Department has final authority in monitoring, reporting and payment disputes. The determination of extenuating or mitigating circumstances is the exclusive determination of the Department. Resolution of final questions regarding records will be the Department's determination.

8. Department Obligations

The Department is responsible for the satisfactory performance of its tasks described herein.

9. Financial Consequences

If the Provider does not submit a Deliverable in the time and manner specified in this contract, the following financial consequences will be assessed:

1) Failure to develop a Comprehensive Work Plan for implementation on the work that will be performed under this contract using Exhibit D as specified will result in a reduction of the payment amount by $5,000.00.
2) Failure to hire and train a minimum of one full-time (1) staff member and failure to submit summary reports as indicated will result in a reduction of the payment amount by $3,000.00 per report that is not submitted.
3) Failure to provide the names and background of the staff hired by UM as stipulated will result in a reduction of the payment amount by $2,000.00. Failure to ensure that the Subcontractor trains its staff in SOPARC as required will result in a reduction of the payment amount by $2,000.00. Failure to submit a summary report summarizing the hiring and training of Subcontractor's staff as provided will result in a reduction of the payment amount by $2,000.00.
4) Failure to conduct at least one (1) monthly progress meeting with UM and failure to submit evidence of participation at these monthly meetings as specified will result in a reduction of the payment amount by $500.00 per month.
5) Failure to submit one (1) project progress report per month as indicated will result in a reduction of the payment amount by $500.00 per month.
6) Failure to select three (3) Miami-Dade County park properties to observe, document the status of the intervention efforts, and submit a report as required will result in a reduction of the payment amount by $3,000.00.

7) Failure to submit the list of three (3) parks that will be observed as stipulated will result in a reduction of the payment amount by $3,000.00.
8) Failure to measure park utilization and physical activity as specified and failure to submit a report as required will result in a reduction of the payment amount by $3,000.00.
9) Failure to establish policies that increase access and utilization of new greenways and failure to provide a policies report as indicated will result in a reduction of the payment amount by $3,000.00.
10) Failure to submit the document, using the geographic information system (GIS), estimating the number of accessible parks, entrances and number of miles or linear greenways as provided will result in a reduction of the payment amount by $3,000.00.
11) Failure to provide a report of areas, relative to the three (3) Miami-Dade County park properties to be observed, with increased usage, and submit a report as specified will result in a reduction of the payment amount by $3,000.00.
12) Failure to facilitate the programming of software/statistical package and failure to submit a copy of the quarterly report as stipulated will result in a reduction of the payment amount by $1,000.00 per Quarter.
13) Failure to document patterns of utilization and physical activity (showing differences in number of users, types and amount of physical activity, and park utilization) and failure to submit a copy of the quarterly report as specified will result in a reduction of the payment amount by $1,000.00 per Quarter.
14) Failure to schedule at least four (4) monthly meetings with decision makers, and submit evidence of these meetings as required will result in a reduction of the payment amount by $500.00 per month.
15) Failure to prepare a media campaign and failure to submit a written summary of the media campaign as specified will result in a reduction of the payment amount by $500.00 per Quarter.
16) Failure to provide at least one (1) training quarterly to staff in community-wide outreach and submit a copy of the trainings sign-in sheets as provided will result in a reduction of the payment amount by $500.00 per Quarter.
17) Failure to provide at least one (1) issue specific training quarterly, and submit a copy of the quarterly report as stipulated will result in a reduction of the payment amount by $500.00 per Quarter.
18) Failure to present at least one (1) topic per month to the Target Audience and failure to provide documentation that was presented to the Target Audience as indicated will result in a reduction of the payment amount by $200.00 per month.
19) Failure to have all papers, posters, or articles that are developed under the PICH award cooperative agreement, reviewed and co-authored by the Project Director (DOH-Miami-Dade Assistant Community Health Nursing Director) will result in a reduction of the payment amount by $50.00 per document that is not reviewed or co-authored.
20) Failure to assign a staff member to attend monthly the Consortium Health & Built Environment (HBE) Committee and failure to provide documentation of participation, and provide evidence of participation at

monthly Consortium HBE Committee meetings as required will result in a reduction of the payment amount by $500.00 per month.

21) Failure to provide a baseline participation data for the Fit2Play Program as indicated will result in a reduction of the payment amount by $2,500.00.

22) Failure to provide a detailed budget using Exhibit E as described will result in a reduction of the payment amount by $2,000.00.

23) Failure to provide an annual report of all of the activities performed under the Partnership to Improve Community Health as indicated will result in a reduction of the payment amount by $5,000.00.

24) Failure to write one (1) success story and submit it as specified will result in a reduction of the payment amount by $2,500.00.

25) Failure to submit Exhibit A as specified will result in a reduction of the payment amount by $2,500.00 per Quarter.

26) Failure to submit Exhibit B as required will result in a reduction of the payment amount by $1,000.00 per month.

27)Failure to submit a progress report on items listed in Exhibit C as indicated will result in a reduction of the payment amount by $1,000.00 per Quarter.

C. Method of Payment

1. Payment

   a. This is a fixed-price (fixed-fee) contract. The Department shall pay the Provider, upon satisfactory completion of the services outlined in the Attachment I of this contract in accordance with the terms of this contract for a total amount not to exceed $200,000.00, paid in eleven (11) monthly payments of $16,666.66, and one (1) monthly payment of $16,666.74 (final monthly invoice), subject to the availability of funds.

   b. The Provider will be paid each monthly invoice upon satisfactory completion of the corresponding Deliverables as specified in section B.4.a. of this Attachment I.

2. Invoice Requirements

   a. The Provider will request payment on a monthly basis within fifteen (15) calendar days following the month for which payment is requested, through the submission of a properly completed invoice (Attachment III), accompanied by the required reports and documentation as stated in this contract.

b. The invoice (Attachment III) and all supporting documentation must be submitted to the Department Contract Manager, Contracts Unit, 8323 N.W 12th Street, Suite 214, Miami, Florida 33126.

D. Special Provisions

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

2. Execution in Counterparts: This contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3. Notices: All notices under the contract shall be delivered by certified mail, return receipt requested, by reputable courier service, by personal delivery, or via e-mail communication. Notices to the Department shall be delivered to the DOH Contract Manager. Notices to the Provider shall be delivered to the Provider's representative designated in 0the DOH Standard Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
   The Provider shall immediately notify the Department whenever the Provider is unable to or is going to be unable to provide the required quality or quantity of services.

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

5. Information Security

   The Provider shall adhere to the DOH-Miami-Dade and DOH information security and privacy policies, protocols and procedures to ensure security of information and protect confidentiality, data integrity and access to information. The Provider shall comply with Department of Health Information Security Policies and Procedures as it relates to the electronic transmission of confidential or sensitive information via the Internet. The Provider agrees to the following:
   a. Electronic transmission of confidential information via Internet must be encrypted. Unless encrypted, the Provider may not send any patient, confidential or sensitive information via electronic mail.
   b. Wireless Devices: Sending confidential information via wireless devices are prohibited unless the information can be encrypted in transmission and the device secured by password. In addition, the wireless device must be an approved DOH standard.
   c. All external, electronic data files with confidential information must be encrypted. This applies to all files to be electronically transmitted or transported in any way.

d. Other electronic transmissions of confidential/sensitive information must be safeguarded consistent with current departmental policies and protocols.
e. Confidential/sensitive information must be kept secured within the facility and while in transit to an authorized recipient by using appropriate administrative, technical, and physical safeguards.
f. Confidential/sensitive information about clients and employees must be kept private/secured when using faxing machines, telephones, and mail or courier services.

6. Non-Expendable Property

a. Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of $1000 or more per unit and an expected useful life of at least one year, and hardback-bound books, which are not circulated to students or the general public, with the value or cost of $250 or more. Hardback books with a value or cost of $250 or more should be classified as OCO expenditure.
b. All such property purchased under this contract shall be listed on the property records of the Provider. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.
c. All such property purchased under this contract shall be inventoried annually and an inventory report shall be submitted to the Department along with the final expenditure report. A report of non-expendable property shall be submitted to the Department along with the expenditure report for the period in which it was purchased.
d. Title (ownership) to all non-expendable property acquired with funds from the contract shall be vested in the Department upon completion or termination of the contract.
e. At no time shall the Provider dispose of non-expendable property purchased under this contract except with the permission of the Department in accordance with their instructions.
f. A formal contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved contract budget.
g. All property bought with state funds, regardless of dollar amount, is property of the state, unless otherwise noted in the contract. As such, the state is entitled to the return of all property once the contract has expired.

7. Agreement Interpretation

This contract shall not be construed against the preparing party but it shall be construed as if all parties hereto jointly prepared this contract.

8. Severability

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

9. Background Checks:

The Provider shall ensure that its staff is background screened in accordance with applicable laws and the Provider's policies.

10. Logo

Neither the Provider nor subcontractors may use the logos of the United States Department of Health and Human Services (HHS) or the CDC without permission from the Florida Department of Health in Miami-Dade County.

11. Renewal

This contract may be renewed on a yearly basis for no more than three (3) years beyond the initial contract term or for the term of the original contract, whichever is longer. Such renewals shall be in writing, made by mutual agreement, and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and shall be subject to availability of funds.

12. Inspectors General

Provider acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055 (5), Florida Statutes.

13. Quarterly Expenditure Report

The Provider will submit quarterly expenditure reports stating, by line-item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within thirty (30) days of the end of each Quarter. Each report must be accompanied by a statement signed by an individual with legal authority to bind the Provider, certifying that these expenditures are true, accurate, and directly related to this contract.

END OF TEXT

MEMORANDUM
(Revised)

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

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(2)

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**

_____ **Statement of social equity 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. 3(B)(2)
1-20-16

RESOLUTION NO. R-8-16

RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT, IN THE AMOUNT OF $200,000.00 TO THE COUNTY, WITH THE FLORIDA DEPARTMENT OF HEALTH FOR THE IMPLEMENTATION OF THE PARTNERSHIP TO IMPROVE COMMUNITY HEALTH GRANT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBCONTRACT WITH THE UNIVERSITY OF MIAMI FOR THE IMPLEMENTATION OF THE PROGRAM FUNDED BY THE GRANT; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND EXECUTE GRANT AWARD AGREEMENTS AND CERTAIN OTHER DOCUMENTS AS REQUIRED BY FLORIDA DEPARTMENT OF HEALTH UNDER THE GRANT, UPON REVIEW AND FINAL APPROVAL OF THE COUNTY ATTORNEY'S OFFICE FOR LEGAL SUFFICIENCY

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 authorizes the execution of a grant agreement, in the amount of $200,000.00 to the County, with the Florida Department of Health ("FDH") for the implementation of the Partnership to Improve Community Health Grant, in substantially the form attached to the Mayor's Memorandum as Attachment A; and authorizes the County Mayor or Mayor's designee to subcontract with the University of Miami Department of Public Health Sciences and School of Architecture ("UM"), for document utilization and access to physical activity opportunities in Miami-Dade County Parks, Recreation, and Open Spaces and the potential health impact of planned improvements to the community, for the contract performance period of January 1, 2016 through December 31, 2016 with an option to renew one additional year based on availability of funds by the State of Florida Department of Health. This resolution authorizes the County Mayor or the County Mayor's designee to execute the grant agreement with the FDH and agreement with UM for and on behalf of Miami-Dade County; and

authorizes the County Mayor or the County Mayor's Designee to receive and expend funds and to execute contracts, agreements, amendments, and other documents as required by the FDH agreement upon review and final approval by the County Attorney as to legal sufficiency.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, 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	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. 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. MAG

Miguel A. Gonzalez