

# Memorandum



**Date:** July 6, 2016

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

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Resolution Approving the FY 2016-18 Operating Agreement and Lease Agreement Between Miami-Dade County and Victim Response, Inc. for the Operation of The Lodge, the County's Northwest Domestic Violence Center

Amended

Agenda Item No. 10(A)(1)

Resolution No. R-647-16

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the FY 2016-18 Operating Agreement between Miami-Dade County and Victim Response, Inc. (Provider) for operation of The Lodge, the County's Northwest Domestic Violence Center (Center), attached hereto as Exhibit A.

It is further recommended that the Board approve the Lease Agreement, attached hereto as Exhibit B, which delineates the responsibilities of the County and the Provider for occupation and maintenance of the building and its contents. The location of domestic violence shelters is confidential. Therefore, the location and legal description of the Center is not included in the Lease Agreement, however, it will be written on the actual executed Lease Agreement and will be redacted when shared or otherwise made public.

Because provider will be operating the county's Northwest Domestic Violence Center using County funds, it is recommended that the Board waive Resolution No: R-256-13, which requires certain rental payments to be made to the county when leasing County property.

## Scope

Although the Center is physically located in northwest Miami-Dade County, the impact is countywide in scope, as the Center serves participants throughout the County.

## Fiscal Impact/Funding Source

The Domestic Violence Oversight Board (DVOB) Trust Fund receives 15 percent of the Local Option Food and Beverage Tax proceeds designated for the creation and operation of domestic violence centers. The Northwest Domestic Violence Center operation is funded by proceeds from the Food and Beverage Tax and further supported by additional resources (grants, donations, and in-kind services) developed by the Provider, as required by this contract. The effective term of this contract shall be for an initial term of three (3) years, commencing March 29, 2016 and ending September 30, 2018, and may be renewed by the County at its sole discretion for two (2) additional three-year terms at an annual contract amount of \$1,791,226 for center operations and \$100,000 for maintenance. The contract year shall be from October 1 until September 30. The annualized contract amount shall be prorated for the first year in the amount of \$872,009 for center operation and up to \$50,685 for facility maintenance. In addition, \$46,058 is recommended to be rolled over from the prior year's contract and added to the amount allocated for FY 2016 center operations.

Due to unanticipated time constraints encountered in the competitive procurement selection and award process, the previous contract with the Provider was first extended 120 days, from October 1, 2015 through January 28, 2016 for the prorated amount of \$588,896 for center

operation and up to \$32,877 for facility maintenance. During this extension, \$46,058 allocated for center operation was unspent and is recommended to be rolled over into this FY 2016 contract for center operations. The previous contract was then extended for an additional 60 days from January 29, 2016 through March 28, 2016 for the prorated amount of \$330,321 for operations and up to \$16,438 for facility maintenance. Both extensions were executed in order to ensure continuity of services at the Center while the award is reviewed by the Board.

Renewals may include up to a three (3) percent increase of the annual contract amount for each three-year term upon a determination by the County Mayor or County Mayor's designee that said increase is in the best interest of the County. The potential total cost of the contract, including the cost of all options to renew, for the period beginning March 29, 2016 until September 30, 2024, is \$16,614,296, which includes center operations and facility maintenance.

**Track Record/Monitor**

The Homeless Trust has assigned the Executive Director of the Domestic Violence Oversight Board, Vaughn Tooley, to monitor this contract.

**Background**

In 1994 Miami-Dade County's Ordinance No. 94-156, established the only DVOB in the State of Florida, comprised of 15 voting members, 13 members appointed by the Board and two (2) members appointed by the County Mayor. Ordinance No. 15-125, adopted on November 3, 2015, updated the appointment process to add a formal appointment to the DVOB for the Miami-Dade State Attorney's Office. Each member of the Board continues to appoint one (1) member to the DVOB; the County Mayor will now appoint one (1) member to the board instead of two (2); and the Miami-Dade State Attorney now has one (1) appointment.

The DVOB oversees use of the portion of the Local Option Food and Beverage Tax proceeds dedicated to the construction and operation of domestic violence centers. In accordance with Section 212.0306 of the Florida Statutes, the County imposes a Local Option Food and Beverage Tax on food, beverages, or alcoholic beverages in establishments licensed by the State to sell alcoholic beverages for consumption on the premises. The Center was constructed solely with proceeds from this tax and the tax has supported its operation since 2004.

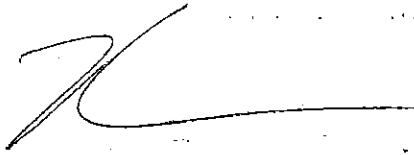
The Miami-Dade County Homeless Trust issued a Request for Proposals (RFP) for the Center's operation (RFP# 15-HT-DVOB-2) on behalf of the DVOB on August 4, 2015. Only one (1) proposal was submitted and received by the Clerk of the Board, that of the Provider, a state certified domestic violence center operator and current operator of the Center. The proposal included a request for \$1,791,226 to support program operations and up to \$100,000

Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
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for facility maintenance, repairs, and replacement costs based on life cycle projections for equipment, for an annual total of \$1,891,226. The total budget submitted of \$2,758,221 reflected matching funds in the amount of \$866,995, a 31 percent match.

A selection committee convened on October 29, 2015 to review, evaluate, and score the proposal based on the specific criteria set forth in the RFP. Following evaluation and scoring of the proposal the selection committee made a unanimous recommendation to award the Provider with the Center's Operation Agreement.

Attachments

A handwritten signature in black ink, appearing to be 'R Benford', written over a horizontal line.

Russell Benford, Deputy Mayor



**MEMORANDUM**  
(Revised)

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

**DATE:** July 6, 2016

**FROM:** Abigail Price-Williams  
County Attorney

Amended  
**SUBJECT:** Agenda Item No. 10(A)(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
- 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 \_\_\_\_\_

Amended

Agenda Item No. 10(A)(1)  
7-6-16

RESOLUTION NO. R-647-16

RESOLUTION APPROVING THE FY 2016-2018 OPERATING AGREEMENT WITH VICTIM RESPONSE, INC. FOR AN AMOUNT NOT TO EXCEED \$4,751,204.00 FOR OPERATION OF THE NORTHWEST DOMESTIC VIOLENCE CENTER, INCLUDING UP TO \$250,685.00 FOR MAINTENANCE AND REPAIR COSTS, FOR AN INITIAL TERM OF TWO AND ONE-HALF YEARS PLUS TWO RENEWALS OF THREE YEARS EACH AT AN ANNUAL BASE CONTRACT AMOUNT OF \$1,791,226.00 FOR CENTER OPERATIONS AND \$100,000.00 FOR MAINTENANCE AND REPAIR COSTS PLUS POTENTIAL INCREASES OF THREE PERCENT OF THE ANNUAL CONTRACT AMOUNT FOR EACH THREE-YEAR TERM FOR AN AMOUNT NOT TO EXCEED \$16,614,296.00; APPROVING THE LEASE AGREEMENT FOR AN INITIAL TERM OF TWO AND ONE-HALF YEARS PLUS TWO RENEWALS OF THREE YEARS EACH, TERMINATING UPON EXPIRATION OR TERMINATION OF THE CONTRACT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE MIAMI-DADE COUNTY PROPERTY APPRAISER WITH A COPY OF THIS LEASE AGREEMENT AND OPERATING AGREEMENT IN ACCORDANCE WITH RESOLUTION NO. R-791-14; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD AND RESOLUTION NO. R-256-13 PERTAINING TO CERTAIN REQUIRED RENTAL PAYMENTS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE, EXECUTE, AMEND, AND RENEW THE OPERATING AGREEMENT AND LEASE AGREEMENT FOR UP TO TWO ADDITIONAL THREE-YEAR TERMS

**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 Board approves the FY 2016-2018 Operating Agreement, attached as Exhibit A, with Victim Response, Inc. for \$4,751,204.00 for operation of The Lodge, the County's Northwest Domestic Violence Center, including up to \$250,685.00 for maintenance and repair costs, for an initial term of two and one-half years. The annual contract year shall be from October 1 until September 30. The annual contract amount shall be prorated for the first year of March 29, 2016 through September 30, 2016, in the amount of \$872,009.00 for center operations and up to \$50,685.00 for facility maintenance. For FY2016, \$46,058.00 is rolled over from the prior year's contract and added to the amount allocated for FY2016 center operations. Renewals may include up to a three percent increase of the annual contract amount for each three-year term upon a determination by the County Mayor or County Mayor's designee that said increase is in the best interest of the County. The potential total cost of the contract, including the cost of all options to renew, for the period beginning March 29, 2016 until September 30, 2024, is \$16,614,296.00, which includes center operations and facility maintenance.

**Section 2.** The Board approves the Lease Agreement, attached hereto as Exhibit B, to Victim Response, Inc., a Florida not-for-profit corporation which will operate the northwest domestic violence center, pursuant to Florida Statutes, Section 125.38, for an initial term of two and one-half years beginning March 29, 2016, until September 30, 2018, plus two renewals of three years each. The Lease Agreement shall terminate upon the expiration or termination of the Operating Agreement. The Board finds that, pursuant to Section 125.38 of the Florida Statutes, such use of the property would promote community interest and welfare, that Victim Response, Inc. requires the property for such use, and the property is not otherwise needed for County purposes.

**Section 3.** The Board authorizes the County Mayor or County Mayor's designee to provide the Miami-Dade County Property Appraiser with a copy of the Lease Agreement and Operating Agreement in accordance with Resolution No. R-791-14. Because Victim Response, Inc. will be operating the County's Northwest Domestic Violence Center using County funds, the Board hereby waives Resolution No. R-256-13, which requires certain rental payments to be made to the County when leasing County property.

**Section 4.** The Board authorizes the County Mayor or County Mayor's designee to negotiate, execute, amend and renew the Operating Agreement and Lease Agreement as necessary for up to two (2) additional three-year terms to fulfill the purposes set forth in this resolution or upon a determination by the County Mayor or County Mayor's designee that such action is in the best interest of the County, in consultation with the County Attorney's Office.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of July, 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.

A handwritten signature in black ink, appearing to read "BKW", is written over a horizontal line.

Brenda Kuhns Neuman





**FY 2016-2018 OPERATING AGREEMENT**

This Operating Agreement (the "Agreement" or "Contract") made and entered into as of this 29th day of March, 2016, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1<sup>st</sup> Street, 27th Floor, Miami, Florida 33128 and Victim Response, Inc., located at 9830 S.W. 77th Avenue, Suite 145, Miami, Florida 33156 (the "Provider" or "VRI"), states the conditions and covenants for the rendering of human and social services (the "Services") for the County.

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated funds for the proposed services;

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

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively the terms and conditions in this Operating Agreement, the Scope of Services (Attachment A) and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.
- b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.
- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement,

permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

- f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.
- k) The words "Work", "Services", "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

**ARTICLE 2. AMOUNT PAYABLE.** Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

Northwest Domestic Violence Center Operation	\$ 4,751,203
Minor Maintenance, Small Repairs, Replacement Costs	\$ 250,685 (see Article 17, section d)

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, may allow Provider an advance of twenty-five percent (25%) of the approved annualized Center Operation budget once the Contract or a subsequent option-to-renew is authorized, and when the Provider has submitted a request via an invoice in the form required by the County.

**ARTICLE 3. SCOPE OF SERVICES**

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A**.

The Provider shall implement the Scope of Services as described in **Attachment A** in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

**ARTICLE 4. BUDGET SUMMARY**

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached hereto and incorporated herein as **Attachment B**.

The parties agree that the Provider may, with the County's prior written approval, revise the schedule of payments or the line item budget, and such revision shall not require an amendment to this Contract.

**ARTICLE 5. EFFECTIVE TERM**

The Effective Term of this Contract shall be for an initial two and one-half (2 1/2) year term and may be renewed for two (2) additional three-year terms at an annual contract amount of \$1,791,226 for center operations and up to \$100,000 for maintenance (see Article 17, section d), by the County at its sole discretion and pending availability of funding. Each year of this Contract shall begin on October 1 and end on September 30, except that the first year of the initial two and one-half (2 1/2) year term shall begin on March 29, 2016 and shall end on September 30, 2016. The annualized contract amount of \$1,791,226 for center operations and \$100,000 for maintenance shall be prorated for the first year of March 29, 2016 through September 30, 2016; therefore the amount payable for the first year of March 29, 2016 through September 30, 2016 shall be \$872,009 for center operation and \$50,685 for maintenance. In addition, \$46,058 is rolled over from the prior year's contract and added to the FY2016 center operations for a total of \$918,006. The County reserves the right to renew the Contract based on the availability of funds, contractor performance, and based on the sole discretion of the County Mayor or County Mayor's designee. Renewals may include up to a 3% increase, or such increase or decrease determined to be appropriate, and as available, upon a determination by the County Mayor or County Mayor's designee that said increase is in the best interest of the County.

**ARTICLE 6. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The County shall not assume any liability for the acts, omissions to act or negligence of the Provider; its agents, servants or employees; nor shall the Provider exclude liability for its own acts, omissions to act, or negligence arising out of the Provider's performance pursuant to this Agreement. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. The Provider shall pay all claims and losses in connection therewith and shall

investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or Provider. Nothing herein shall be construed as consent by the County or the Provider to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

Prior to the commencement of any work, the Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1<sup>st</sup> Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

- 1) All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2340  
Miami, Florida 33128

- a) Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.
- b) Commercial General Liability Insurance 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 owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than \$300,000\* combined single limit per occurrence for bodily injury and property damage.

\*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

- d) Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than \$250,000.
- e) 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:
- f) The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to 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's Risk Management Division.

- h) Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.
- i) Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.
- j) The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.
- k) Failure to Provide Certificates of Insurance. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.
- l) In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

**ARTICLE 7. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING**

A. **Licensure.** The Provider shall maintain a copy of all required current licenses or certificates. This documentation should remain on file at the Provider's agency and shall be made available to the County for on-site review and audit.

If the Provider fails to furnish the County with the licenses or certificates requested under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within forty-five (45) days of the County's request may result in termination of this Contract.

B. **Background Screening.** Only employees and subcontracted personnel with a satisfactory national criminal background check as described in Section 39.001 (2), Florida Statutes and through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with juveniles.

Unless specifically requested by the County in writing, the Provider is not required to submit any background screening information to the County. This documentation should remain on file at the Provider's agency and shall be made available to the County for on-site review and audit. When applicable, if the Provider fails to furnish the County with proof of the satisfactory background screening required under this Article, the County shall not disburse any funds until the County is provided with documented proof that the required background screening was initiated.

Pursuant to the above passage from Florida Statutes, it is required that all provider agency personnel working directly with children must have a completed Level 1 Screening response from the Florida Department of Law Enforcement that indicates that there has been no

prior involvement in any of the disallowed conditions, before beginning work with client youths. Level 1 Screenings can be accomplished electronically on line with the Florida Department of Law Enforcement: [www.fdle.state.fl.us/CriminalHistory/](http://www.fdle.state.fl.us/CriminalHistory/). In addition, recognizing that Level 2 Screening can take several weeks, Level 2 Screening must be initiated prior to beginning work directly with clients.

Any employee receiving positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks must immediately cease working with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks.

From the date of execution of this Contract, Provider shall furnish the County with proof that background screening Level 1 was completed. If the Provider fails to furnish to the County proof that background screening Level 1 was completed and Level 2 was initiated prior to working directly with client youths, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

The County requires that only employees and subcontracted employees with a satisfactory background check as described in Section 435.03(3)(a), and through an appropriate screening agency (i.e. Florida Department of Law Enforcement, Federal Bureau of Investigation) work in direct contact with the elderly, disabled and persons with mental illness, in settings such as but not limited to adult day care center, assisted living facilities, home equipment screening nursing homes, home health agencies, facilities for developmentally disabled, and mental health treatment facilities.

Within thirty (30) days of execution of this Contract, Provider shall furnish the County with proof that background screening was initiated. If the Provider fails to furnish to the County proof that background screening was initiated within thirty (30) days of execution of this contract, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

C. The Provider shall be certified by the Florida Department of Children and Families ("DCF") to operate a Domestic Violence Center in the State of Florida and shall maintain said certification for the Effective Term of the Agreement, including all extensions.

The Provider's employees shall have training and experience working with domestic violence victims and their children.

The Provider shall have established collaborations with community resources, the Criminal and Civil Justice systems, and DCF.

#### **ARTICLE 8. CONFLICT OF INTEREST**

A. 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.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

- a) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- b) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
- c) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

**ARTICLE 10. CIVIL RIGHTS**

The Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status,

sexual orientation, sexual identity or expression, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 *et seq.* It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 *et seq.* of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

#### **ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include but are not limited to:

- a) Use of information only for performing services required by the contract or as required by law;
- b) Use of appropriate safeguards to prevent non-permitted disclosures;
- c) Reporting to Miami-Dade County of any non-permitted use or disclosure;
- d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
- e) Making Protected Health Information (PHI) available to the customer;
- f) Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client;
- g) Making PHI available to Miami-Dade County for an accounting of disclosures; and
- h) Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of



transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

**ARTICLE 12. NOTICE REQUIREMENTS**

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County  
Homeless Trust 111 N.W. 1<sup>st</sup> Street, Suite 27-310  
Miami, Florida 33128  
Attention: Victoria Mallette, Executive Director  
E-mail: [VMallette@miamidade.gov](mailto:VMallette@miamidade.gov)

If to the PROVIDER:

Angela Diaz-Vidaillet  
President & Chief Executive Officer  
Victim Response, Inc.  
9830 S.W. 77<sup>th</sup> Avenue, Suite 145  
Miami, Florida 33156  
E-mail: [angelad@thelodgemiami.org](mailto:angelad@thelodgemiami.org)

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 13. AUTONOMY**

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support for the operation of Provider's programs, and Provider is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**ARTICLE 14. SURVIVAL**

The parties acknowledge that Provider's obligations under this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES**

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A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the Effective Term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider or any individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest, attempts to meet its obligations under this Contract or any other County agreement or County program through fraud, misrepresentation, or material misstatement or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; and (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to honestly disclose facts or fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C**); or (15) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP).

**B. Penalties for Fraud, Misrepresentation, Material Misstatement, or Criminal Conviction**

In accordance with the Code of Miami-Dade County, Section 2-8.4.1, and other County policies, if Provider or any individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Provider or such individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation, firm, partnership, joint venture or other business entity who attempts to

meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years. For the purposes of this Contract, "Controlling Financial Interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

C. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

- 1) The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) demand the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract, which Provider shall promptly produce to the County; (b) seek reimbursement of County funds allocated to the Provider under this Contract, which Provider shall promptly remit to the County; (c) terminate or cancel this Contract and any other contracts entered into between the County and the Provider or any individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;
- (2) The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;
- (3) The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;
- (4) The County may debar the Provider from future County contracting;
- (5) In accordance with the Code of Miami-Dade County, Section 2-8.4.1, and other County policies, if Provider or any individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Provider or such individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation,

firm, partnership, joint venture or other business entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years. For the purposes of this section, "controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

(6) Any other remedy available at law or equity.

D. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

E. **Waivers.** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

F. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

## ARTICLE 16. TERMINATION FOR NON-BREACH

A. **Termination for Convenience.** The County may terminate this Contract, in whole or part, upon a determination by the County Mayor or County Mayor's designee, in his or her absolute and sole discretion, that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. In the event of such a termination, the County shall give sixty (60) days' written notice to Provider that the Contract is being terminated for convenience. Said notice shall include an instruction for Provider to vacate the Property within sixty (60) days and to cease performance of the Activities. The County shall reimburse Provider for services rendered under this Contract up until the day Provider vacates the Property or ceases performance of the Activities, whichever is earlier, and the reasonable costs and expenses incurred by Provider caused by the termination by convenience. However, costs and expenses which Provider would incur in the ordinary course of business vacating the Property at the end of the Effective Term shall not be reimbursed by the County.

B. **Termination for Health, Safety, or Welfare.** The County may terminate this Contract, in whole or part, upon a determination by the County Mayor or County Mayor's designee, in his or her absolute and sole discretion, that termination of the Contract is necessary for the health, safety, or welfare of the County and its residents upon twenty-four (24) hours' written notice to the Provider.

**ARTICLE 17. PAYMENT & PAYMENT PROCEDURES**

The County agrees to pay the Provider the Annual Contract Amount for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

**A. Cost Reimbursement -- How payment will be made.**

(1) Upon execution of the Contract, the County, at its sole discretion, may allow Provider an advance of twenty-five percent (25%) of the approved annual budget for center operation once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County. This advance shall be recouped from monthly reimbursement requests submitted during the remainder of the same fiscal year. Thereafter, the Provider will be reimbursed on a monthly contractual basis. Reimbursement will be made for actual expenses incurred during the contract period. Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the County, shall deem the Provider in non-compliance with this covenant and, at the option of the County, the Provider will forfeit its claim to any reimbursements for that specific month's reimbursement request or the County may invoke the termination provision in the ensuing contract by giving five (5) days written notice of such action to be taken. The Provider must have sufficient financial resources to meet the expenses incurred during the period between the purchase of services and payment by the County. It is anticipated that the County will pay for services rendered within twenty-one (21) calendar days of receipt of invoices, deemed correct and acceptable by the County. Payment requests shall be made to the County on a monthly basis and shall be signed by the Chief Executive Officer and/or the Chief Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment D** ("Monthly Summary of Expenditures Report"). The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.

(2) Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.

(3) Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

**B. Annual Contract Amount.** Any amounts stated are subject to available funding. The Annual Contract Amount for the Effective Term of the Contract, including all extensions, is \$1,791,226 for center operation and \$100,000 for maintenance. The prorated contract amount for the period of March 29, 2016 through September 30, 2016 in the first year of the initial two and one-half (2 1/2) year term is \$918,006 for center operation and \$50,685 for maintenance. Additionally, the County Mayor or County Mayor's designee may, in his or her sole and absolute discretion, renew the Contract for up to two (2) additional periods of three (3) years for a

maximum Effective Term, inclusive of extension, of eight and one-half (8 1/2) years. Renewals may include up to a 3% increase in the Annual Contract Amount, or such increase or decrease determined to be appropriate, pending approval of the County which approval shall be in the sole and absolute discretion of the County Mayor or County Mayor's designee.

Provider must maintain the Center and provide a maintenance plan that ensures upkeep of the facility making sure the Center's kitchens, laundry facilities, counseling and training rooms, gathering areas, children's playroom, staff offices, the outside play area for children and all other areas are clean and safe. Maintenance includes utilities, pest control, fueling and testing of the emergency generator, fire alarm system and fire suppression system maintenance and monitoring; electric gate maintenance, and grounds maintenance. Repairs of the facility and its contents (i.e., washers, dryers, stoves, refrigerators, and dishwashers; window coverings; security system; card-key security access system, fire system, and other equipment as identified by County) costing over \$5,000 per incident, or a total of \$10,000 per piece of equipment, shall be approved by the County on a case by case basis for items not otherwise covered by the Provider's liability insurance. The provider shall obtain a minimum of three bids for repairs and/or replacement of equipment and shall present said bids to the County. The provider shall utilize the lowest bidder unless there is written justification and approval from the County to go with the next lowest bidder. In cases where the costs exceed \$5,000 the County must approve all expenses prior to the provider expending any funds. Failure to obtain the County's approval for expenditures which exceed \$5,000 shall result in the disallowance of those expenses.

C. **Match Funding Required.** The Provider shall develop sufficient cash revenues through fundraising efforts, grant partnerships, and other innovative strategies to offset operating costs and to increase capacity for program development and service delivery. The Provider shall match at least ten percent (10%) of the budget amount and incorporate the match within the budget. The match may be a combination of cash and in-kind goods and services, but must be at least fifty percent (50%) cash.

D. **Monies Owed to the County.** The County reserves the right, in its absolute and sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County under this Contract or any other contract between the County and Provider or any individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest. In accordance with County Administrative Order No. 3-29, the Provider or individual, corporation, firm, partnership, joint venture or other business entity in which Provider or its principals has a Controlling Financial Interest, that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

Provider shall submit to the Contract Manager, the Monthly Summary of Expenditures Report on the form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15<sup>th</sup> of the month following the month for which reimbursement is requested.

E. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

F. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

G. **Reporting Requirements.** Failure to submit to the County the Monthly Summary of Expenditures Report and the Monthly Performance Report (**Attachment E**) on forms provided by the County in a manner deemed correct and acceptable by the County by the 25th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

H. **Final Reports/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final performance and expenditure reports to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a Controlling Financial Interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

#### ARTICLE 18. PROHIBITED USE OF FUNDS

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

E. **Lobbying.** The Provider shall not use funds provided under this contract for lobbying purposes, including payments to organizations that lobby on behalf of the Provider's interests.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Provider's most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form; (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a Controlling Financial Interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County.



Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in **Attachment A, Scope of Services**, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of three (3) years from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** To establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

- a) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- b) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

- c) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;
- d) Records are not left unattended in areas accessible to unauthorized individuals;
- e) Access to electronic data is controlled;
- f) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;
- g) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
- h) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

**K. Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract or future funding is dependent upon the County being satisfied with the results of the evaluations.

**L. Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

**M. Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1<sup>st</sup> of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

**ARTICLE 20. OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR**

The Provider understands that it may be subject to an audit, random or otherwise, by the Office of Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

**Independent Private Sector Inspector General Reviews.** The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days' written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Provider under this contract will be assessed one quarter (1/4) of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Provider shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposed budget form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

## **ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS**

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

- a) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

- b) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.
- c) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.
- f) In accordance with Resolution No. R-1106-15, the Provide is encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and to employ locally-based small firms and employees from the area near the Northwest Domestic Violence Center.

**B. Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

**ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Provider agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County's orders, statutes,

ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

- a) Miami-Dade County Florida, Small Business Development Participation Provisions, as applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.
- d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.
- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

#### **ARTICLE 23. MISCELLANEOUS**

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the official Miami-Dade County logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official Miami-Dade County logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock-up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising under, in connection with or related to this Contract or related to any matter which is the subject of this Contract shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

E. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

F. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to any critical incidents occurring during the administration of its programs. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27<sup>th</sup> Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

G. **Totality of Contract / Severability of Provisions.** This Contract, with its recitals on the first page of the Contract and with its attachments as referenced below, contains all the terms and conditions agreed upon by the parties. A Lease Agreement signed and executed by the County and the Provider will be incorporated herein as an attachment.

Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, the parties shall, to the extent possible, negotiate a revised provision which (a) complies with applicable law, (b) does not alter any of the substantive rights, obligations, or liabilities of any party under this Agreement or any Related Agreement, and (c) confers upon the parties the benefits intended to be conferred by the invalid provision, and the remaining provisions of this Contract, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

H. **Property.** This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

- a) Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the County and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- b) All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the County, or transferred to the Provider after being purchased in whole or in part with funds from the County shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with County funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased.
- c) All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

I. **Attachments included in this Contract.**

Attachment A:	Scope of Services
Attachment B:	Budget Narrative and Budget
Attachment C:	Miami-Dade County Affidavits
Attachment D:	Monthly Summary of Expenditures Report
Attachment E:	Monthly Performance Report

J. **Entire Agreement.** This Contract and its attachments, as referenced above, contain the sole and entire agreement between the parties and supersede any and all other prior written or oral agreements between them with respect to the subject matter of this Contract. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto.

K. **Absence of Third Party Beneficiaries.** This agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party nor shall it be deemed to give rise to any rights in any third party.

L. **Time is of the essence.** Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

M. **County Approval.** In each instance in this Contract where County approval is required, such approval shall be effective only if it is duly authorized and in writing.

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

**VICTIM RESPONSE, INC.**

By: \_\_\_\_\_  
Name: Angela Diaz-Vidaillet  
Title: President and CEO  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Authorized Person OR  
Notary Public

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Corporate Seal OR Notary Seal/Stamp:  
  
\_\_\_\_\_

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_  
Name: Carlos A. Gimenez  
Title: County Mayor  
Date: \_\_\_\_\_

Attest: HARVEY RUVIN, Clerk  
Board of County Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



**Scope of Services for Contract between  
Victim Response, Inc.  
and  
Miami-Dade County for Operation of The Lodge**

The selected Proposer shall provide the following services:

- A. The eight program components required for certification by the DCF (see Florida Administrative Code Chapter 65H-1 - Domestic Violence Center Certification Minimum Standards, in Florida Coalition against Domestic Violence Program Standards for Certified Domestic Violence Centers, please visit <http://www.fcadv.org> for current update), which are as follows:
1. Information and Referral: Provide domestic violence victims or individuals assisting domestic violence victims with information about and referrals to services and resources according to individual needs.
  2. Counseling: Provide information on the dynamics of domestic violence; perform an assessment of risk, and engage in other supportive activities with victims of domestic violence.
  3. Emergency Shelter for 24 Hours or More: Provide temporary emergency safe housing for domestic violence victims and their dependents for at least twenty-four (24) hours.
  4. Crisis Hotline: Provide crisis counseling and information and referral on a 24-hour per day, seven days a week basis by Center staff or by volunteers who have completed thirty (30) hours of initial domestic violence training (see Florida Coalition Against Domestic Violence ("FCADV") Program Standards for Certified Domestic Violence Centers, <http://www.fcadv.org>). The use of answering devices or commercial telephone answering services to cover the crisis line is not permitted.
  5. Child Assessments: Evaluate the basic needs of children served by the selected Proposer, and the referral of children to services, if needed. The assessment shall include an initial screening for general health to determine if the child needs referrals to local health resources; assessment of the child's community support systems such as involvement in school and afterschool activities, and other community and familial support; assessment of whether the child is a victim of abuse; assessment of the danger to the child if the child returns to the home; and an assessment of the child's safety plan (see Florida Coalition Against Domestic Violence ("FCADV") Program Standards for Certified Domestic Violence Centers, Children/Youth Initial Risk Assessment).
  6. Case Management: Provide participant assessment, development of a service plan, and the coordination of services and follow-up. Case management plans must include a written safety plan signed by the participant. The Center shall provide one-on-one case management to individuals who have resided in the Center for at least seventy-two (72) consecutive hours. The Center shall also provide one-on-one case management for individuals who are not residents of the Center but who have participated in three (3) counseling sessions.
  7. Community Education: Presentation of information to the public, both in person and through the media, to promote community awareness of the incidence, dynamics, and prevention strategies related to domestic violence.
  8. Professional Training: Provide domestic violence training by FCADV certified trainers at least quarterly to selected Proposer's Center staff that includes law enforcement personnel, other professionals and paraprofessionals who have contact with victims of domestic violence as part of their work, in order to improve community coordination.

- B. Operate the Center as a 24-hour residential program. The selected Proposer must have a staff schedule demonstrating sufficient staff coverage at all times at the Center.
- C. Develop, maintain and update a participant database and a referral sources database. The selected Proposer shall have clear and detailed written procedures regarding database maintenance and preservation including identifying staff, or other individuals who are allowed to access the system and the protocols to ensure participant confidentiality. The County reserves the right to require additional data collection and reporting as deemed necessary and appropriate.
- D. Provide monthly progress reports, quarterly, and year-to-date information in an agreed upon format to the County regarding the number of unduplicated participants served (both residential and outreach), participant demographics, days of shelter services rendered, number of hotline calls, and any other information requested. The County may request additional reports from the selected Proposer.
- E. Provide Center's participants with computer access to the internet for the purposes of job and residence searches, immigration inquiries and any other information that may be relevant to assisting the Center's participants.
- F. Provide a participant handbook for residential participants. The handbook must contain information regarding the rights, remedies, and responsibilities of the Center's residents, including the Center's rules regarding order, safety, health, and other aspects of community living. The handbook and any updates to the handbook must be submitted to the County for review.
- G. Provide protocols to ensure that persons with disabilities are served by the Center in accordance with American with Disabilities Act (ADA) requirements.
- H. Provide protocols to ensure that at least two beds are set aside for elderly victims (aged 60 or over) who require services. This protocol must include information on how the beds would be used when elderly participants do not require services as well as a plan of action to vacate the beds if an elderly participant seeks refuge at the Center.
- I. Maintain protocols and the necessary outreach, coordination of efforts, Memorandum of Agreement/Understanding (MOA/MOU), or any other vehicle necessary to ensure that the selected Proposer provides alternative shelter(s) for male victims seeking refuge.
- J. Maintain protocols and secure the necessary resources to provide services to non-residential participants, including individual and group counseling.
- K. Secure and maintain collaborative agreements to coordinate service delivery, and share resources to address the full range of the victim's needs at the Center. Partnerships must be secured and maintained with the courts, police, victim advocacy programs, Rape Treatment Center (RTC), State Attorney's Office (SAO), community based programs, State of Florida Department of Children and Families (DCF) projects, One Stop Career Centers, the Coordinated Victims Assistance Center (CVAC) and other One Stop Domestic Violence Centers, Safespace Shelter North and Safespace Shelter South, and any other service providers that might interface with domestic violence or sexual assault victims and survivors.
- L. Secure and maintain collaborative agreements with community-based victim advocacy services to ensure that an advocate is available, if necessary, to accompany the Center's participants (residential and outreach) to court appearances.

- M. Childproof all of the Center's areas that are accessible to children. This includes taking any and all steps necessary to restrict access by children to unauthorized areas.
- N. Provide outside and inside play areas for children that include play equipment, toys, books, coloring supplies, and any other items required to provide a friendly, safe, and nurturing environment for children.
- O. Secure and maintain a Memorandum of Agreement/Understanding (MOA/MOU) with the Humane Society of Greater Miami for the Safe Pet Project. This project provides shelter for the victims' pets during their stay at the Center, so they do not have to be left behind.
- P. Coordinate with the Office of the Attorney General and the Bureau of Crimes Compensation for victim assistance services. The arrangement shall have language that details the coordination linkages.
- Q. Secure relationships with providers of free/low cost legal services.
- R. Maintain the Center and provide a maintenance plan describing how the selected Proposer shall upkeep the facility. Maintenance includes utilities, pest control, fueling and testing of the emergency generator, fire alarm maintenance and monitoring, electric gate maintenance, and grounds maintenance. The County expects the selected Proposer would have at least one full-time custodial worker to maintain a clean and healthy environment in all areas of the Center.
- S. Repairs of the facility and repair/replacement of the items listed in Section 2.2 (washers, dryers, stoves, refrigerators, and dishwashers; window coverings; security system; card-key security access system, fire system, and other equipment as identified by the County) costing over \$5,000 per incident, or a total of \$10,000 per piece of equipment, shall be approved by the County on a case-by-case basis for items not otherwise covered by the Provider's liability insurance. The selected Proposer shall obtain a minimum of three bids for repairs and/or replacement of equipment and shall present said bids to the County. The selected Proposer shall utilize the lowest bidder unless there is written justification and approval from the County to go with the next lowest bidder. In cases where the costs exceed \$5,000 the County must approve all expenses prior to the Proposer expending any funds unless emergency repairs or replacements are necessary to protect the health and safety of program participants, staff, or the public. Except in cases of emergency, failure to obtain the County's approval for expenditures which exceed \$5,000 shall result in the disallowance of those expenses.
- T. Provide transportation for the Center's participants for program-related activities. The County expects the selected Proposer to have at least two vehicles, one of which should be a passenger van. The selected Proposer should use donations or independent funding for the purchase of the vehicles.
- U. Secure the Center 24 hours a day, 7 days a week. The County expects the selected Proposer to provide Security services by properly certified/licensed personnel.
- V. Administer the child assessments and provide specialized counseling for children and their parents/custodians. The County expects the selected Proposer to have a full-time child advocate at the Center to provide these services.
- W. Provide care for the children of victims while they are receiving services at the Center by trained staff.

- X. Provide assistance to sexual assault victims including intervention, counseling, case management, and advocacy by staff of the selected Proposer who are trained in providing these services.
- Y. Provide a Program Manager, who will have decision-making powers and be available at all times, whether present at the Center or on call, to attend to emergency situations at the Center. The selected Proposer shall provide the name and contact information of the Program Manager.
- Z. Provide in-center training opportunities for the Center's residents and outreach participants, which must include computer skills training, job search, life skills development, and any other appropriate training necessary to improve the safety and sustainability of the Center's participants.
- AA. Provide a written protocol that details options to seek an alternative safe shelter when it cannot be directly provided by the Center.
- BB. Provide specialized parenting skills training for residential and outreach participants.
- CC. Provide a program of services tailored to children who have witnessed domestic violence.
- DD. Provide all potential Center participants with written guidelines and requirements for participation in any of the Center's programs (see FCADV Program Standards for Certified Domestic Violence Centers - Eligibility for Shelter Services <http://www.fcadv.org>).
- EE. Assess Center's participants for imminent danger during each service contact.
- FF. Provide sufficient permanent staff to deliver direct services to participants. All of the selected Proposer's staff shall be adequately trained, have a minimum of four hours of on-the-job training and thirty days of employment.
- GG. Provide and adhere to a policy that details actions to be taken with an employee who has been arrested for an act of domestic violence or sexual assault, or when an injunction case has been filed against the employee of the selected Proposer.
- HH. Ensure that all agency staff are cleared by a complete background screen to include a fingerprint-based search of criminal records in Florida and nationally prior to employment. This requirement includes temporary workers and subcontractors.
- II. Encourage each of the Center's participants to participate in an exit interview. In cases where residents refuse to participate in the exit interview, the Center shall document attempts to provide an exit interview prior to their departure. The selected Proposer shall provide an exit interview process, which at a minimum shall include the participant's assessment of the programs and services, feedback regarding treatment by staff (respectful, responsive, sensitive to participant's needs, etc.), knowledge of domestic violence dynamics, children's services, safety planning, and goal planning. The process shall contain a sample form and describe how the exit interview will be administered. The selected Proposer shall provide the County a monthly report of said assessments with copies of the assessments and measures to address issues raised through the feedback.
- JJ. Make cultural competency a primary concern and goal of the Center. Cultural competency refers to the selected Proposer's ability, at the levels of policy, administration and practice, to honor and respect those beliefs, interpersonal styles, attitudes and behaviors of the culturally diverse participants and the diverse staff who are providing the required services.

- KK. Make all efforts to provide services to victims in their native languages to the extent possible by maintaining linguistic competency. At the very least, all documents and forms provided to the Center's participants should be available in English, Spanish and Creole.
- LL. Provide opportunities for members of the community to provide volunteer services as an integral part of the Center's operations.
- MM. Ensure that the selected Proposer's CEO or their designee attend all monthly meetings of the DVOB and provide a written quarterly and annual report to the DVOB, regarding the operations of the Center and the participants being served.

### Outcome/Output Measures and Reports

The County encourages the following outcomes for the clients served at the Center:

- A. Seventy-five percent (75%) of all adult clients filling out a client exit satisfaction form;
- B. Eighty percent (80%) of those completing the exit satisfaction form, reporting satisfaction or above with the services received;
- C. One Hundred percent (100%) of all clients provided information on Injunctions for Protection;
- D. One Hundred percent (100%) of all clients provided information regarding services available at Miami-Dade County's Coordinated Victims Assistance Center;
- E. One Hundred percent (100%) of adult and child victims at the Center having more than seventy-two (72) hours at the Center obtain a family Safety and Security Plan ("Safety Plan") when they leave the Center. The key elements of a **Safety Plan** shall include, at a minimum;
  - 1. Risk Assessment
  - 2. Abuser Patterns
  - 3. Escape Plan
  - 4. Client Signature
- F. One Hundred percent (100%) of all adult clients provided with information on relocation funds through crimes compensation and through Temporary Assistance for Needy Families (TANF);
- G. One Hundred percent (100%) of families with children receive information regarding Medicaid, Kid Care, and other free or low-cost health insurance programs for children and families;
- H. One Hundred percent (100%) of families expressing an interest in these programs (free or low-cost health insurance), receiving assistance from the selected Provider in completing applications and any forms required to determine eligibility and enrollment;

- I. One Hundred percent (100%) of all staff paid and unpaid attending and completing within six (6) months of beginning operations the training on protocols for confidentiality of Domestic Violence Center facilities, client information, reporting of abuse or neglect, medical emergencies, fire emergency, threats of harm by clients or other crimes by clients, search and arrest warrants, subpoenas, confidentiality regarding deceased clients, safety planning, policies and general procedures of the facility. NOTE: After the first year of funding, all new staff must complete these trainings within the first three (3) months of employment; and
- J. One Hundred percent (100%) of all children in the Center for more than seventy-two (72) hours have a child assessment.
- K. Provider will propose measurements demonstrating outcomes for participants leaving the center (e.g., housing alternatives, self-sufficiency measures).

**Please indicate the amounts of the following:**

- \_\_\_\_\_ Number of children who received daycare and/or after school care
- \_\_\_\_\_ Number of Outreach Adult participants \_\_\_\_\_ # Male \_\_\_\_\_ # Female
- \_\_\_\_\_ Number of Outreach Minor participants \_\_\_\_\_ # Male \_\_\_\_\_ # Female
- \_\_\_\_\_ Number of participants (adults & children) referred to JMH and/or a local clinic
- \_\_\_\_\_ Number of participants (adults & children) referred to RTC

**IF ANY OF THE OUTCOMES WERE NOT MET DURING THE MONTH, PLEASE EXPLAIN BY IDENTIFYING THE REASONS AND ACTIONS THAT WILL BE TAKEN TO RESOLVE THE SITUATION.**

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MONTHLY REPORTS

FACILITY MANAGEMENT:

Work done to the building this month by: GSA, outside vendors, etc., please be specific:

\_\_\_\_\_

Work still pending by GSA, outside vendors, etc.

\_\_\_\_\_

Lawn maintenance (completed or needed) please be specific

\_\_\_\_\_

Updates on additional improvements that are needed to the facility

\_\_\_\_\_

Unusual incidents involving participants and/or employees (please attach copies of any incident reports) indicate YES or NO

\_\_\_\_\_

Unusual incidents involving the building i.e.: fire etc.

\_\_\_\_\_

Other problems: including security issues, etc

\_\_\_\_\_

ADMINISTRATIVE REPORT:

Persons failing levels 1 or 2 of the security background checks

\_\_\_\_\_

Budget adjustments needed:

\_\_\_\_\_

Fundraising activities: dates, type of event, funds raised, etc.

\_\_\_\_\_

Estimated value of the donations received during the reporting month \$ \_\_\_\_\_

UPDATES:

Changes to any forms used i.e.: intake, phone logs, etc (attach new form)  
\_\_\_\_\_  
\_\_\_\_\_

Update on 501 (c) 3: Change in board members, etc.  
\_\_\_\_\_  
\_\_\_\_\_

Data base including referral sources maintained: list of referral sources and updates  
\_\_\_\_\_  
\_\_\_\_\_

Client handbook updates (attach updates)  
\_\_\_\_\_  
\_\_\_\_\_

Protocol updates (attach updates)  
\_\_\_\_\_  
\_\_\_\_\_

Outreach plan and case management plan updates including activities, services, follow-up and tracking mechanisms: please explain  
\_\_\_\_\_  
\_\_\_\_\_

Is a copy of the most recent list of employees and volunteers who claim privilege under s. 90.5036 attached?  Yes  No If no, please state why?  
\_\_\_\_\_  
\_\_\_\_\_

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**Budget and Budget Narrative**

**MIAMI-DADE COUNTY REQUIRED AFFIDAVITS**  
**MIAMI-DADE COUNTY HOMELESS TRUST**

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

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START 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, \_\_\_\_\_, 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):

\_\_\_\_\_ Federal Employer Identification Number (If none, Social Security)

\_\_\_\_\_ Name of Entity, Individual(s), Partners, or Corporation

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

\_\_\_\_\_ Street Address City State Zip Code

**I. MIAMI-DADE COUNTY OWNERSHIP 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	%
_____	_____	_____	____%
_____	_____	_____	____%
_____	_____	_____	____%

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

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

**II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 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) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?  
 Yes  No
2. Does your firm provide paid health care benefits for its employees?  
 Yes  No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

**III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)**

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment

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and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- \_\_\_\_\_ The firm does not have annual gross revenues in excess of \$5,000,000.
- \_\_\_\_\_ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- \_\_\_\_\_ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

\_\_\_\_\_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

**IV. 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 \_\_\_\_\_ 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 \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

**V. 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 No. 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.

**VI. 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 Dade County for each working day during

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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.

**VII. 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.

**VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) 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 Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

**IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS**

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

**X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)**

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

**XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code):**

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which

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requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document 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: \_\_\_\_\_ (Date)  
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by \_\_\_\_\_ He/She is

personally known to me or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of \_\_\_\_\_ (State)

Notary Seal

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Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-83-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : \_\_\_\_\_ Federal Employer Identification Number (FEIN): \_\_\_\_\_
Contract Title: \_\_\_\_\_

Printed Name of Affiant \_\_\_\_\_ Printed Title of Affiant \_\_\_\_\_ Signature of Affiant \_\_\_\_\_
Name of Firm \_\_\_\_\_ Date \_\_\_\_\_
Address of Firm \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Notary Public Information

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20

by \_\_\_\_\_ He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ Serial Number \_\_\_\_\_

Print or Stamp of Notary Public \_\_\_\_\_ Expiration Date \_\_\_\_\_ Notary Public Seal \_\_\_\_\_

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Handwritten mark

SUMMARY OF EXPENDITURE REQUEST		INDEX CODE		VENDOR #	
				27007739-01	
				RESOL #	
				AMOUNT	
Reporting Period Covered:	10				
Name of Organization:	Victim Response, Inc.	Program Name: The Lodge			
Address:		Contract Period: Invoice #			
		Contract #:			
	Budgeted Amount	Current Month Req	*Amount Paid	Budgeted Amount	Current Month Req
SALARIES - Gross:	\$	\$	\$	\$	\$
FRINGE BENEFITS					
FOOD/CO					
Workers Compensation Insurance	\$	\$			
Unemployment Insurance	\$	\$			
Group Health Insurance	\$	\$			
Life Insurance	\$	\$			
401K Rollover	\$	\$			
Dental Insurance	\$	\$			
Vision Insurance	\$	\$			
STAFF TRAVEL					
Local Travel	\$	\$			
Out of Town Travel	\$	\$			
SUPPLIES					
Office Supplies	\$	\$			
Program Supplies	\$	\$			
Other (specify):					
PROFESSIONAL SERVICES					
Legal Services	\$	\$			
Training	\$	\$			
Accounting/Audit	\$	\$			
HR Compliance Audit	\$	\$			
Security Guard 24 hours	\$	\$			
Cleaning Service	\$	\$			
Membership Dues	\$	\$			
TOTALS	\$	\$	\$	\$	\$
				30.00	
I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested have been or will be reimbursed by other funding sources.					
CHIEF EXECUTIVE OFFICER/AGENCY DESIGNEE	DATE	Approved by:		CONTRACT OFFICER	
*TO BE COMPLETED BY COUNTY STAFF ONLY*					

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Victim Response, Inc. The Lodge  
 DVOB Services Provided Report  
 Based on DCF Reporting Requirements

Service	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Emergency Shelter	New / Rollover	New	New	New	New	New	New	New	New	New	New	New	
Children (Under 18)													
Adult (Under 18)													
Women													
Men													
Total													

Ethnicity of Clients Served In Emergency Shelter	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
In Emergency Shelter	New / Rollover	New	New	New	New	New	New	New	New	New	New	New	
Caucasian													
African American													
Hispanic													
Asian American													
Native American													
Other													
Total													

Age of Clients Served In Emergency Shelter	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
0-23 months old	New / Rollover	New	New	New	New	New	New	New	New	New	New	New	
2-4 years old													
5-12 years old													
13-17 years old													
Adult (Under 18)													
18-29 years old													
30-44 years old													
45-59 years old													
60-64 years old													
65 + years old													
Unknown													
Total													

Child Assessments	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
0-23 months old	New / Rollover	New	New	New	New	New	New	New	New	New	New	New	
2-4 years old													
5-12 years old													
13-17 years old													
Total													

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Service	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Court Advocacy													
Women													
Men													
Total													

Service	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Community Education													
Hours													
Attendance													

Service	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Media (N/A)													
Hours													
Attendance													

Service - Leaving Shelter After 72 + hrs	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Women													
Men													
Total													
Service Telephone Counseling													
Children (under 18)													YTD Total
Women													
Men													
Total													

Face to Face Contact (Groups & Individual)	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Children (under 18)													
Women													
Men													
Total													

Service All	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Counseling Hours													
Total													

Service Professional Training Hours	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Attendance													

Other Mandated Services	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Information and Referral													
Hotline Calls													
Safety Plan													
Service Daycare													
Carry Over													
New													
Total													

Service Case Management	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Children (under 18)													
Adult (Under 18)													
Women													
Men													
Total													
Service Outreach	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Children (Under 18)													
Women													
Men													
Total													

Service Inm Transition	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Children (Under 18)													
Women													
Men													
Total													

Service Alternative Placement	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Children (Under 18)													
Women													
Men													
Total													

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	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Service Hotel													
Placement	New	New	New	New	New	New	New	New	New	New	New	New	
Children (Under 18)													
Women													
Men													
Total													

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
Total													
Shelter Days													
Children (Under 18)													
Women													
Men													
Total													

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
VOCARDV Relocations													
Women													
Men													
Total													

\* MEDIA- UNKNOWN AMOUNT OF VIEWERS

**LEASE AGREEMENT**

THIS AGREEMENT made on the 29th day of March, 2016, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein referred to as the "LANDLORD," and Victim Response, Inc., hereinafter referred to as the "TENANT,"

**WITNESSETH:**

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and the TENANT hereby agrees to use from the LANDLORD the premises described as follows:

Approximately 19,483 square feet of air-conditioned office and residential space located at the Miami-Dade County Northwest Domestic Violence Center, Miami, Florida. *[FULL LEGAL DESCRIPTION TO BE ADDED TO ORIGINAL EXECUTED COPY BUT REDACTED FOR ALL DUPLICATIONS IN ORDER TO PROTECT CONFIDENTIALITY OF CENTER'S LOCATION]*

TO HAVE AND TO HOLD unto said TENANT for a term beginning March 29, 2016 until September 30, 2018, for and at a total rental payment of Five Dollars (\$5.00), payable in the first month of occupancy to the Homeless Trust 111 N.W. 1<sup>st</sup> Street, 27<sup>th</sup> Floor, Miami, Florida 33128, or at such other place and to such other person as the LANDLORD may designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

**ARTICLE I**

**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by the TENANT solely for administration offices and a full service domestic violence center (46 beds) in accordance with that certain Operating Agreement executed simultaneous herewith.

**ARTICLE II**

**CONDITION OF PREMISES**

The TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease Agreement.

**ARTICLE III**

**UTILITIES**

The TENANT, during the term hereof, shall pay all charges for telephone service, water service and electricity used by the TENANT and shall provide facility maintenance, custodial services and maintenance and service of the fire alarm and security systems.

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**ARTICLE IV**

**MAINTENANCE**

The TENANT agrees to maintain the landscape, lawn, septic tanks and building, and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

The TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the demised premises. The terms of the contract to operate The Lodge as specified in Article 17 Section d), Special Conditions, between TENANT and LANDLORD shall govern maintenance and repairs of all items not otherwise specified in this Lease Agreement. The TENANT shall be responsible for and shall repair any damage caused to the premises as a result of the TENANT or the TENANT's agents, employees, invitees, residents, or visitors use of the premises, ordinary wear and tear excepted. The LANDLORD shall notify the TENANT after discovering any damage which the TENANT is responsible for repairing and the TENANT shall make the necessary repairs promptly after said notice.

**ARTICLE V**

**DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered uninhabitable or unfit for use by the TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the Leased buildings are partially damaged due to the TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by the TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said premises are completely destroyed due to the TENANT'S negligence, the TENANT shall repair and reconstruct the premises so that they equal the condition of the premises on the date possession was given to the TENANT. In lieu of reconstructing, the TENANT shall reimburse the LANDLORD for all expenses incurred by the LANDLORD in restoring the premises to their original condition. The election of remedies shall be at the sole discretion of the LANDLORD.

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**ARTICLE VI**

**ASSIGNMENT**

Without the written consent of the LANDLORD first obtained in each case, the TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

**ARTICLE VII**

**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved into the premises described above shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to the TENANT for any damage to said personal property unless caused by or due to negligence of the LANDLORD, the LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE VIII**

**SIGNS**

Signs will be of the design and form of letter to be first approved by the LANDLORD, the cost of painting to be paid by the TENANT. All signs shall be removed by the TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the TENANT.

**ARTICLE IX**

**LANDLORD'S RIGHT OF ENTRY**

The LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice when possible, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

**ARTICLE X**

**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, the LANDLORD agrees that the TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by the LANDLORD.

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**ARTICLE XI**

**SURRENDER OF PREMISES**

The TENANT agrees to surrender to the LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear excepted.

**ARTICLE XII**

**INDEMNIFICATION AND HOLD HARMLESS**

The TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD 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 the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. The TENANT 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 LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by the TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

**ARTICLE XIII**

**LIABILITY FOR DAMAGE OR INJURY**

The LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of the LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all the limitations of Florida Statutes, Section 768.28.

**ARTICLE XIV**

**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be

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binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

#### ARTICLE XV

##### CANCELLATION AND TERMINATION

Either party, the LANDLORD through its County Mayor or County Mayor's designee, shall have the right to cancel this Lease Agreement at any time by giving the other at least sixty (60) days' written notice prior to its effective date.

The LANDLORD shall have the right to terminate this Lease Agreement by giving thirty (30) days' written notice in the event that TENANT ceases to use the premises in accordance with the Operating Agreement. Such termination shall be at no cost to LANDLORD, and TENANT shall bear all costs and fees associated with such termination.

#### ARTICLE XVI

##### NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the LANDLORD and mailed or delivered to the Executive Director, Homeless Trust, 111 NW 1<sup>st</sup> Street, 27<sup>th</sup> Floor, Miami, Florida 33128; shall constitute sufficient notice to the LANDLORD, and written notice addressed to the TENANT and mailed or delivered to the address of the TENANT, Angela Diaz-Vidaillet, President & Chief Executive Officer, Victim Response, Inc., 9830 SW 77<sup>TH</sup> Avenue, Suite 145, Miami, Florida 33156 shall constitute sufficient notice to the TENANT to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

#### ARTICLE XVII

##### INSURANCE

Prior to occupancy, the TENANT shall furnish to the LANDLORD, Miami-Dade County, certificate(s) of insurance as described in the Operating Agreement.

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

Compliance with the foregoing requirements shall not relieve the TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

The TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If

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insurance certificates are scheduled to expire during the term of the Lease Agreement, the TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

**ARTICLE XVIII**

**PERMITS, REGULATIONS & SPECIAL ASSESSMENTS**

The TENANT covenants and agrees that during the term of this Lease Agreement the TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the demised premises shall be paid by the LANDLORD.

**ARTICLE XIX**

**ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

The TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to the TENANT; it being provided, however, that the TENANT shall have the right to contest the validity thereof. The TENANT shall immediately pay any judgment or decree rendered against the TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the LANDLORD.

2. Non-Discrimination

Tenant shall not discriminate on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin, disability, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, disability or source of income in connection with any County property or facilities operated or maintained under the Lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

**ARTICLE XX**

**WRITTEN AGREEMENT**

This Lease Agreement and the Operating Agreement contain the entire agreement between the parties hereto and all previous negotiations leading thereto.

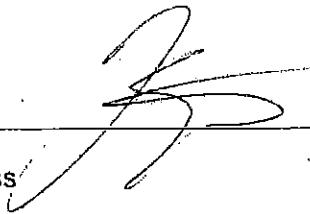
**SIGNATURES APPEAR ON FOLLOWING PAGE**

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Exhibit B

IN WITNESS WHEREOF, the LANDLORD and the TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers, the day and year first above written.

(CORPORATE SEAL)

Witness 

  
(PROVIDER'S AUTHORIZED SIGNATURE)

  
Witness


(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,  
(LANDLORD)

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

  
By: \_\_\_\_\_  
Carlos A. Gimenez  
County Mayor

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