

**Misdemeanor Probation Services and Batterers' Intervention Program Oversight Services**  
**Contract No. RFP-00213**

THIS AGREEMENT made and entered into by and between Advocate Program Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 1150 NW 72<sup>nd</sup> Avenue Suite 200 Miami, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Misdemeanor Probation Services and Batterers' Intervention Program Oversight Services , on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00213 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated July 15<sup>th</sup>, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure on behalf of the Eleventh Judicial Circuit of Florida from the Contractor such Services for the Court and the County, in accordance with the terms and conditions of this Agreement;

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 Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The term "ACA" to mean American Correctional Association.
2. The term "Assessment" to mean a clinical evaluation that measures the client's level of risk and need that determines the level of supervision the client requires and the appropriate sanctions the court should impose upon the client during the probation period which may include classes and/or referrals to substance abuse or mental health counseling. If also referred to a Batterer Intervention Program, the assessment should indicate if any additional treatment should be concurrent with the BIP services or be administered prior to BIP services initiating."
3. The term "Assessor" to mean a person who is certified hereunder to perform the psychosocial assessment of individuals who have been referred to treatment.
4. The term "Batterer" to mean a perpetrator of Domestic Violence, as defined in § 741.325(8), Florida Statutes, or dating violence, as defined in § 784.046(1) (d), Florida Statutes.
5. The term "Batterers' Intervention Program" ("BIP") to mean a program that provides services to address Domestic Violence issues in Miami Dade County, Florida. Such services will include but is not limited to: (1) helping batterers take responsibility for their acts of violence; (2) emphasize alternative behaviors by teaching skills to control violent and abusive behavior; and (3) collaborating with other community – based providers to facilitate substance abuse treatment, educational and employment opportunities for batterers.
6. The term " Batterers' Intervention Program ("BIP") Service Provider" to mean a provider who has met the "BIP" Minimum Certificate Standards and who provide programs to batterers' that is usually a part of the legal systems response to an act of Domestic Violence who provides services to address Domestic Violence issues in Miami Dade County, Florida. Such services will include but is not limited to: (1) helping batterers take responsibility for their acts of violence; (2) emphasize alternative behaviors by teaching skills to control violent and abusive behavior; and (3) collaborating with other community – based providers to facilitate substance abuse treatment, educational and employment opportunities for batterers.

7. The term "Certification" to mean a process of satisfying the requirements and minimum standards as set forth in rule and in statute for establishing a certified batterer intervention program or certified assessor.
8. The term "Chief Judge" to mean a title that can refer to the highest-ranking judge of a court that has more than one judge.
9. The term "COC" to mean Miami-Dade County Clerk of Circuit and County Courts that is responsible for maintaining the records of the Court.
10. The term "Court" to mean the Eleventh Judicial Circuit of Florida, serving Miami-Dade County.
11. The term "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00213 and all associated addenda, and the Contractor's Proposal.
12. The term "Contract Date" to mean the date on which this Agreement is effective.
13. The term "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
14. The term "Contractor" to mean Advocate Program Inc."
15. The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
16. The term "Days" to mean Calendar Days.
17. The term "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
18. The term "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 Project 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 opinion of the County's Project Manager.
19. The term "Defendant" to mean any person accused (charged) of committing an offense (a crime an act defined as punishable under criminal law).
20. The term "Desktop Monitoring" to mean a review of records and or documents submitted either electronically or in paper format by the BIP Service Provider of the program upon request to the BIP Monitoring Agency.
21. The term "Domestic Violence" to mean is any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, or any criminal offense resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.
22. The term "Extra Work" or "Additional Work" to mean 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.
23. The term "Judge" to mean a public officer, appointed to preside and to administer the law in a court of justice; and charged with the control of proceedings and the decision of questions of law.
24. The term "Misdemeanor" to mean a lesser crime punishable by a fine and/or county jail time for up to one year. Misdemeanors are distinguished from felonies, which can be punished by a state prison term. They are tried in the lowest local court such as municipal, police or justice courts. Typical misdemeanors include: petty theft, disturbing the peace, simple assault and battery, drunk driving without injury to others, drunkenness in public, various traffic violations, public nuisances and some crimes which can be charged either as a felony or misdemeanor depending on the circumstances and the discretion of the District Attorney.
25. The term "Monitoring" to mean a process of reviewing the administrative and programmatic components of a certified batterer intervention program to ensure compliance with minimum standards.
26. The term "On-Site Monitoring" to mean a comprehensive assessment conducted at a site where the related BIP Service Provider is operating. A monitor spends time at the site evaluating all phases of the BIP administration and operations.
27. The term "Probation" to mean a method of dealing with offenders guilty of minor crimes or first offenses, by allowing them to go at large under supervision of a probation officer.
28. The term "Probationer" to mean a person who is on probation.
29. The term "Probation Officer" to mean an officer appointed to investigate report on, and supervise the conduct of convicted offenders on probation.
30. The term "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

31. The term "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
32. The term "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
33. The term "Respondent" to mean the party against whom a petition is filed
34. The term "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
35. The term "Sex Offender/Predator" to mean a person convicted of a sexual offense involving a minor or a person convicted of a felony sex crime.
36. The term "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
37. The term "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
38. The terms "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Fee Schedule (Appendix B), 3) Location and Hours of Operation (Appendix C), 4) HIPPA Business Associate Addendum (Appendix D), 4) the Miami-Dade County's RFP No. 00213 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date of the parties' signature whichever is later and shall continue through the last day of the 60th month. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) **to the County**

a) **to the Project Manager:**

Miami-Dade County  
The Eleventh Judicial Circuit of the State of Florida  
Richard E. Gerstein Justice Building  
1351 N.W. 12th Street, Rm 8300A  
Miami, Florida 33125

Attention: Carmen Bravo  
Phone: (305) 548-5330  
Fax: (305) 548-5332  
E-mail: CBravo@jud11.flcourts.org

And,

b) **to the Contract Manager:**

Miami-Dade County  
Internal Services Department, Procurement Management Division  
111 N.W. 1st Street, Suite 1375  
Miami, FL 33128-1974

Attention: Assistant Director  
Phone: (305) 375-5502  
E-mail: singer@miamidade.gov

(2) **To the Contractor:**

The Advocate Program Inc.  
1150 NW 72<sup>nd</sup> Avenue Suite 200  
Miami, FL 33126

Attention: M. David McGriff, PhD.  
Phone: 305-704-0109  
Fax: 305-704-0199  
E-mail: mdmphd@advocateprogram.org

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

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be pursuant to Appendix B, Fee Schedule. The Court, COC and / or the County shall have no obligation to pay the Contractor for any of the services provided. Cost of services shall be charged and collected by the Contractor from each individual Probationer, Offender / Respondent. The Contractor shall look solely to the individual Probationer, Offender / Respondent for fee payments and not to the Court, COC and / or the County.

All Services undertaken by the Contractor before Court and / or County's approval of this Contract shall be at the Contractor's risk and expense.

**ARTICLE 8. FEES**

Fees shall remain firm and fixed for the term of the Contract as outlined in Appendix B – Fee Schedule, including any extension periods; however, the Contractor may offer incentive discounts to the Probationers and Defendants/Respondents at any time during the Contract term, including any extension thereof. In the event fee rates are to be modified the Contractor shall obtain written approval from the Chief Judge prior to such modification.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Probationer, Offender /Respondent periodically, once per month, or any other reasonable arrangement made between the Contractor and the Probationer, Offender /Respondent pursuant to Appendix B – Fee Schedule

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold harmless, the Court, the COC and / or 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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.

The Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall 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 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Court and / or the County in accordance with the terms and conditions of this Agreement. The Court and / or the County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Court and / or the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the Court and / or the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Court and / or the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Court and / or County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Court and / or the County, should the Court and / or the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the Court and / or the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Court and / or the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the Court and / or the County. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Court and / or the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Court and / or the County shall be that of an independent contractor and not as employees and agents of the Court and / or the County.

The Contractor does not have the power or authority to bind the Court, the COC and / or the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control)

to a party.

- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Court, the COC and / or the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, , the Court, the COC and / or the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The Court and / or the County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Court and / or the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

In accordance with the Batterers' Intervention Program Service Provider Standards for Monitoring, attached hereto as Attachment "A," the Contractor shall monitor and audit the administrative and programmatic components of certified batterer intervention program to ensure compliance with minimum standards pursuant to the Batterers' Intervention Program Service Provider Minimum Certification Standards, attached hereto as Attachment "B," and ensure that all terms of the Agreement for Professional Services for Batterers' Intervention Program Service Provider ("BIP Agreement"), attached hereto as Attachment "C," have been met

The Court, COC and /or the County shall throughout the term of this contract have the right to audit any referrals to additional services that the Contractor provides to ensure no self-referral violation.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor shall notify the Court and / or the County in writing and the Court and / or County shall have ten (10) business days to object to the key personnel replacement. The Contractor shall substitute the key personnel if, and only if, it has reasonable basis to do so.

#### **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Court and / or the County.

#### **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement 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 Contractor; and the Contractor 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 Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Court and / or the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, 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 Contractor not to award any subcontract to a person, firm or corporation disapproved by the Court and / or the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement 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 Court and / or to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Court and / or 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 Court and / or the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Court and / or the County shall have the right to withdraw its consent to a subcontract if it appears to the Court and / or the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Court and / or the County's and County's proprietary and confidential information. Contractor shall furnish to the Court and / or the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Court and / or the County in the event the Court and / or the County finds the Contractor in breach of this Contract, permitting the Court and / or the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Court and / or the County 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 Court and / or the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Court and / or the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Court and / or the County makes no representations or guarantees; and the Court and / or the County shall not be responsible for the accuracy of the assumptions presented; and the Court and / or the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The Court and / or the County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The Court and / or the County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Court and / or the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Court and / or the County through fraud, misrepresentation or material misstatement may be debarred from the Court and / or County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Court and / or the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Court and / or the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Court and / or the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the Court and / or the County and deliver to any location designated by the Court and / or the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and
  - v. take no action which will increase the amounts payable by the Court and / or the County under this Agreement.
- f) In the event that the Court and / or the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date;
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services; and
  - iii. the Court and / or the County shall not be responsible for any compensation and / or cost due to the Contractor.
- g) All compensation pursuant to this Article is subject to audit.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the Court and / or the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection (b) below; and
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the Court and / or the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Court and / or the County may request that the Contractor, within the timeframe set forth in the Court and / or the County's request, provide adequate assurances to the Court and / or the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Court and / or County receive such assurances, the Court and / or the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Court and / or the County the requested assurances within the prescribed timeframe, the Court and / or the County may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Court and / or the County shall terminate this Agreement for default, the Court and / or the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the Court and / or the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Court and / or the County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Court, the COC and / or the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Court, the COC and / or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Court, the COC and / or the County and defend any action brought against the Court, the COC and / or the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Court, the COC and / or the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Court, the COC and / or the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Court, the COC and / or the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the Court, the COC and / or the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Court, the COC and / or the County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Court, the COC and / or the County's judgment; use thereof would delay the Work or be unlawful.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Court, COC and / or the County in connection with the

Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Court, the COC and / or the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Court, the COC and / or the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Court, the COC and / or the County, unless required by law. In addition to the foregoing, all Court and / or County employee information and Court, COC and / or County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Court, the COC and / or the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Court, the COC and / or the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Court and / or the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Court and / or the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Court and / or the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Court and / or the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Court and / or the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledges that all computer software in the Court, the COC and / or the County's possession may constitute or contain information or materials which the Court, the COC and / or the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Court, the COC and / or the County has developed at its own expense, the disclosure of which could harm the Court, the COC and / or the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Court, the COC and / or the County's property, any computer programs, data compilations, or other software which the Court, the COC and / or the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Court, the COC and / or the County and, if the Computer Software has been leased or purchased by the Court, the COC and / or the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Court, the COC and / or the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Court, the COC and / or the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the Court, the COC and / or the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Court, the COC and / or the County to the Contractor hereunder or furnished by the Contractor to the Court, the COC and / or the County and/or created by the Contractor for delivery to the Court, the COC and / or the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Court, the COC and / or the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Court, the COC and / or County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Court, the COC and / or the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Court, the COC and / or the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Court, the COC and / or the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Court, the COC and / or the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the Court, the COC and / or the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Court, the COC and / or the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Court, the COC and / or the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the Court, the COC and / or the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST****a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit** (Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging** (Resolution R-738-92)
14. **W-9 and 8109 Forms** (as required by the Internal Revenue Service)

**15. FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

**16. Office of the Inspector General**  
(Section 2-1076 of the County Code)

**17. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

**18. Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

**b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code requires that 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 a contract, must 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 32.            INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) inter-local agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Notwithstanding the foregoing, the one quarter (1/4) of one percent fee assessment shall not be applied to this Contract as Miami-Dade County will not be expending any funds for the services set forth herein. All other authority of the Office of Inspector General as set forth in the Code of Miami-Dade County shall remain in full force and effect. The Inspector General shall have the power to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable

law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. 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 Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages,

penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of Domestic Violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies

all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- f) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

#### **ARTICLE 36. REFFERAL**

In the event that a Contractor providing services under this contract deems it necessary to refer a Defendant/Respondent to a substance abuse treatment or any other treatment program, the Contractor will facilitate the probationer by providing a list of **ALL** Programs available from which the Probationer will choose from.

The County may, on a random basis, perform audits on all referrals, throughout the duration of said contract. The County will provide a written request to Contractor to obtain a list of all referral candidates and the Program they are enrolled in. By entering into this agreement, the Contractor attests that it will without prejudice facilitate the referral process. If Contractor is found to be in default, such violation shall render this contract void.

#### **ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the Court and / or the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Court, and / or the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Court, and / or the County. Such approval may be withheld if for any reason the Court, and / or the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Court, and / or the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Court, and / or the County.

#### **ARTICLE 38. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 39. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

**ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY**

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

**ARTICLE 42. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

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:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;

- 5. Making Protected Health Information (PHI) available to the customer;
- 6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- 7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
- 8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

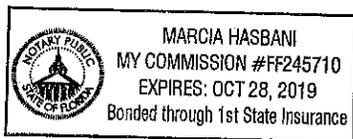
PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor  
 By: [Signature]  
 Name: M. DAVID J. GILFILLAN  
 Title: CEO  
 Date: 3/28/16  
 Attest: [Signature]  
 Corporate Secretary/Notary Public

Miami-Dade County  
 By: [Signature]  
 Name: Carlos A. Gimenez  
 Title: Mayor  
 Date: 3/28/16  
 Attest: [Signature]  
 Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

[Signature]  
 Assistant County Attorney



## Appendix A: Scope of Services

### 1.0 Background

The State of Florida is divided into 20 judicial circuits, or areas of jurisdiction, which encompass the circuit and County Courts of the Florida State Courts System. The Eleventh Judicial Circuit of Florida, serving Miami-Dade County, is the largest in the state and the fourth largest trial court in the nation. Its 123 Circuit and County Court judges serve a population of over two million in a 2,000 square mile area. Eighty Judges preside in six (6) Divisions of the Circuit Court and 43 Judges preside in three (3) Divisions of the County Court. The Eleventh Judicial Circuit has been innovative in implementing numerous programs and services to assist in effective case management and resolve problems which impact the Court and the community. Examples of such programs which were pioneered in Miami-Dade County and which are now in effect in other circuits statewide are: drug Court, the Domestic Violence Division, family and landlord/tenant mediation, parenting/child education classes, and traffic court magistrates. To provide the public with greater access to the Court, County court Judges also preside in five full-service branch (or district) Courts throughout Miami-Dade County and hear the following matters: Misdemeanor cases, traffic matters, municipal ordinance violations, civil matters not exceeding the sum of \$5,000 (small claims), uncontested and simplified dissolutions of marriage, and non-criminal domestic and repeat violence injunction matters.

In view of the high incidence of Misdemeanor and Domestic Violence related crimes in Miami-Dade County which harm individuals, families, our community and the economy, the Eleventh Circuit Court, along with the local justice system and social service agencies have developed specialized sexual, dating and stalking programs to protect the public interest and safety by diligently enforcing Court ordered conditions of Probation and Domestic Violence programs through meaningful supervision strategies and utilizing appropriate supportive resources.

### 1.1 Probation Services Background

Probation Services provide investigation and reports to the Court, to help develop appropriate Court dispositions for adult and juvenile offenders, and to supervise those persons placed on Probation. A Probation Officer's role is to supervise offenders in the community who have been placed on Probation or community control by the Court and offenders who have been released from prison with post-release supervision. Probation Officers enhance public safety by monitoring offender's compliance with conditions of supervision. Probation Officers assist offenders with resources and services necessary to assist them in obtaining employment, substance abuse counseling, mental health counseling, as well as other positive, self-improvement programs to assist the offender in succeeding life crime free.

### 1.2 Batterer's Intervention Program Background

An average of 5,100 Misdemeanor Domestic Violence and injunction violation cases are filed annually in Miami-Dade County. In addition, approximately 10,000 civil injunction cases are filed annually by petitioners seeking injunctive relief from domestic, repeat, dating, sexual violence and stalking. The Domestic Violence Division, comprised of seven Judges and support services deal exclusively with family violence issues and effectively addressing this type of crime through the justice system. To address the high incidence of Domestic Violence related crimes in Miami-Dade County and the need to have qualified Batterers Intervention Program (BIP) Service Providers to provide certain services in an effort to reduce the incidence of such crimes, the Eleventh Judicial Circuit Court requested proposals in 2012 from qualified Proposers' to provide a Batterers' Intervention Program Service Provider ("BIP Service Provider"), to provide services to address Domestic Violence issues in Miami-Dade County, Florida. Such services included, but are not limited to: (1) helping batterers take responsibility for their acts of violence; (2) emphasizing alternative behaviors by teaching skills to control violent and abusive behavior; and (3) collaborating with other community-based providers to facilitate substance abuse treatment, mental health treatment, educational, and employment opportunities for batterers. The result of this request resulted in six (6) contracts with the Court for BIP Service Providers, the Contractors include: (1) Anaga Psychotherapy Center Inc., (2) Alliance for Psychological Services, (3) West Miami CMHC, Inc., (4) Miami-Dade Community Services, Inc., (5) Families in Action Inc., and (6) The Recovery Project

### 1.3 Requirements and Services to be provided:

**The Contractor shall not show favoritism when referring Probationer(s) and BIP Defendant(s)/Respondent(s) to additional services, these referrals are subject to Audit by the Court, COC and/or County and if found in violation the any contract as a result of this solicitation will be deemed void.**

#### 1.3.1 Misdemeanor Probation Services:

The Contractor shall:

1. In accordance with § 948.15, Florida Statutes, for the Judges currently assigned to the criminal and Domestic Violence divisions of the County Court in and for Miami-Dade County, the Contractor will provide assessments to ascertain appropriate treatment plan, management, rehabilitation, supervision and Probation Services for defendants found guilty of Misdemeanors who are placed on Probation.
2. Provide to the Court photocopies of criminal background check documentation for all staff members assigned to perform duties under this contract upon initiation of service, to include Probation Officers and new hires throughout the term of the contract.
3. Provide individuals who are qualified to handle the administrative role of liaison between the agency and any number of Courts sentencing Probation as far as the status of a Probationer's progress, report on any issues of non-compliance, etc. Further, this is the staff that does the initial intake once a Defendant is sentenced to Probation. The Contractor will manage an estimate of five hundred newly assigned cases per month. This is an estimate and the County does not have any obligations as a result of this estimate.
4. Assign a maximum Probation Officer-to-client (Probationer(s)) ratio of 1-to-110 for all projects.
5. Maintain case records in non-electronic and/or electronic format of each Probationer and retain such records for at least three (3) years following termination of individual's Probation.
6. Provide upon request of the Courts and/or COC, case records to be sorted by any of the below mentioned data elements and these records will be provided within a reasonable mutually agreed upon time and format (non-electronic or electronic). All records of the Contractor will be open to inspection upon the request of the County, the Court, the COC, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.
  1. Probationer's name and address
  2. Court case number
  3. Charge description
  4. Sentence date
  5. Sentencing Judge
  6. Duration of ordered Probation
  7. Probation Officer
  8. Last date of contact
  9. Probationers that will have Probation sentences completed
  10. Fines and costs imposed, paid and due
  11. Total Probation fee (monthly rate x months sentenced to Probation)
  12. Total Probation fee collected
  13. Total Probation fee balance

7. Have, either on staff, or on-call, bilingual interpreters with verbal proficiency in Haitian Creole, and Spanish to assist the Probationers in understanding and meeting the terms of their Probation.
8. Follow-up and enforce all special conditions of Probation in accordance with § 948.03, Florida Statutes. Priority shall be placed on Probationer's timely payment of restitution. Any waiver by the sentencing court of any condition shall be noted in Probationer's case file.
9. When an offender is placed on Probation, the Contractor will determine and identify if the Offender is a Sex Offender/Predator that was placed on Probation on or after September 1, 2005. If the Probationer is a Sex Offender/Predator in the State of Florida and was placed on Probation without electronic monitoring, the Contractor shall immediately notify the COC in writing, to have case placed on the sentencing judge's report for re-sentencing
10. Probation Officers shall meet on a monthly basis with any returning Probationer until completion of Probation.
11. Schedule a minimum of one (1) monthly face-to-face with the Probation Officer and Probationers, during their Probation period. This requirement may be substituted by telephone calls from the Contractor's staff personnel of at least four (4) times per month, unless otherwise noted by the Court.
12. Monitor all Probationers no less than once a week for subsequent arrests and report such arrests to the sentencing Court if a violation of Probation has occurred within the following five (5) business days. If it is a Domestic Violence Defendant that has been arrested for another Domestic Violence crime, the affidavit must be filed within one (1) business day.
13. Provide Probation status changes and file a violation of Probation affidavit with the COC to include all relevant information alleging with specificity the violation and recommending the revocation of Probation in the following circumstances:
  1. The direct violation of a Court-ordered condition of Probation.
  2. The re-arrest of a Probationer.
  3. Failure of a Probationer to comply with all Probation conditions.
  4. Failure of a Probationer to respond to written warnings notifying the Probation Officer of potential violations (group or class attendance, failure to report, and similar occurrences).

This affidavit should be left with the COC within the following five (5) business days to ensure the Court take action as need be. If it is a Domestic Violence Defendant that has been arrested for another Domestic Violence crime, the affidavit must be filed within one (1) business day.

14. Assign a dedicated Probation Officer to work with Defendant(s) with mental illness placed on special Probation by the Court. The assigned Probation Officer shall have experience and knowledge with mental illness cases and have the community resources to ensure proper rehabilitation and recovery. Probation Officer(s) shall maintain detailed records in paper and/ or electronic format to include:
  - Name/number of Probationers ordered by the Court to receive mental health treatment and services in the community.
  - Type of treatments and services provided to Probationers.
  - Name of facility to which Probationers are referred.
15. Accept all payments for Probation services from individuals who are placed on Probation by Court order. The Contractor shall look solely to the individual Probationers for fee payment and not to the County, Courts, or COC.

16. Report the collection distribution to the COC on a daily basis, on the following business day after collection. Court cost/fine collection will only be required if fines and costs are a Court ordered condition of Probation., otherwise costs and fines will be made directly to the COC's traffic and Misdemeanor cashier section. Collection shall be reported in a non-electronic format separating traffic and Misdemeanor cases. Collection distribution shall be submitted to the COC by check, to the COC cashiers unit, with the attached supporting documentation. The Contractor shall provide the following minimum information:

1. Court case number
2. Defendant name
3. Type of collection (restitution, restitution fee, fine/court costs).
4. Amount of collection (restitution, restitution fee, etc.)
5. Date of collection and distribution
6. Daily total of the number of cases by category, and which must correspond to the balance of the submitted check

In the future, the non-electronic format may be replaced by an automated file interface for traffic cases, as outlined in Section 2.7.-Optional Services.

17. Provide a payment plan to Probationers, for partial payment, in accordance with the State of Florida guidelines as defined in § 28.246(4), Florida Statutes. Partial payments may be accepted in conformity with State of Florida guidelines. The fee to be recognized on partial payment shall be in the same proportion as the payment received to the total owed.
18. The Contractor shall be responsible for insufficient fund checks and chargebacks. The COC will not give refunds for insufficient funds, chargebacks or overpayment directly to the Probationers.
19. Send restitution payments, when ordered by the Judge, to the COC Accounting Division, and have the ability to do so via transfer of funds through a non-electronic format when indicated. Restitution payment to the COC shall include the COC's fee in accordance with § 28.24(26), Florida Statutes.
20. Obtain Probationers payments of Court-related fines or other monetary penalties, fees, charges and costs within the timeline determined by the Courts only if payment of costs and fines are a Court ordered condition of Probation. Partial payments shall be accepted in accordance with State of Florida guidelines as defined in § 28.246(4), Florida Statutes. In cases where the victim cannot be located, the Contractor shall make a request to the sentencing Court for proper disposition instructions.
21. Provide the following minimum internal control procedures:
  1. Use pre-numbered receipts for the probationers and required supporting documentation.
  2. Use an automated accounting system in conformity with generally accepted accounting standards.
  3. Perform daily reconciliation of receipts and distributions.
  4. Follow policies and procedures that are in compliance with the Payment Card Industry (PCI), (<https://www.pcisecuritystandards.org/>), Data Security Requirements, when accepting credit card payments.
  5. Have designated personnel to accept payments.
22. Provide job placement services to unemployed Probationers and maintain and retain records of such services in a non-electronic and/or electronic format that reflect the following:
  1. Name and number of Probationers ordered by the Court to seek employment.
  2. Number of individuals who were placed into employment.

3. Details regarding placement services provided.
  4. Report to Court on Probationer's compliance.
23. Provide a qualified contact to respond to day-to-day matters and be readily accessible either in person or via phone to the County, Courts and COC personnel and who shall be responsible for coordinating the resolution of any issues that may arise.
  24. Have qualified staff member(s) to be available to communicate with the sentencing Court or Judge via phone, and upon request of the Courts, appear at Probation violation hearings at no cost to the County, Courts, or COC for the following cases:
    1. Mental illness
    2. Sex Offender/Predators
    3. Job placement services
    4. Delinquency or revocation hearings
  25. Undertake all new cases assigned by the County, Court(s) and COC. (Note: The Court will re-assign the existing cases to the Contractor, within 90 days from effective date of the signed contract.)
  26. Assist the Court and law enforcement authorities in tracking absconders through the submission of an absconder investigation report which details the Probationer's personal history and employment information, the circumstances of their violations and their last known whereabouts.
  27. Evaluate the needs for each Probationer referred to the Contractor by the sentencing Court, and shall exert its best efforts to direct the Probationer to an appropriate program(s). Records of referral and progress reports shall be reflected in the maintained and retained Probationer's file in a non-electronic and/or electronic format and made available to the Court upon request.
  28. Provide Probation services to Probationers to include but not limited to investigating, reporting on, and supervising the conduct of convicted offenders on Probation that have been declared indigent by the Courts.
  29. Encourage unemployed Probationers to improve their employability by recommending and assisting Probationer's in seeking further schooling or job/technical training.
  30. Assist Probationers in availing themselves of the full array of social services offered in Miami-Dade County, including, employment placement, job training, substance abuse treatment, individual counseling and medical treatment, and similar services.
  31. Provide drug and alcohol counseling and urine surveillance services to Probationer(s) identified and ordered by the Court. These services will be paid for by the Probationer as referenced in Section 2.5.
  32. Provide electronic monitoring services of Probationer(s) at the direction of the court. These services will be paid for by the Probationer as referenced in Section 2.5.

### **1.3.2 Batterers' Intervention Program Oversight Agency**

#### For Assessor, Monitoring and Supervisory Services of the Batterers' Intervention Program:

In order for the BIP to have any meaningful impact insofar as promoting victim safety and holding batterers accountable for committing acts of violence, the Court requires the services of an agency that can adequately assess Defendants / Respondents for the type of therapeutic treatment that is required, be able to monitor the BIP Service Providers to ensure the services and record keeping of each is in compliance with their BIP contracts (Attachment C), and also be

able to act as the liaison between the Court and the BIP Service Providers (Attachment D) regarding the treatment being afforded to Defendants/Respondents.

**1.3.2.1 Assessor Services**, upon the determination by the Court to refer a Defendant/Respondent to a BIP, the Contractor shall conduct an Assessment of the Defendant/Respondent to determine the nature of the BIP services to be provided. After such Assessment, the Contractor shall provide to the Defendant/Respondent the list of BIP Service Providers, who are under contract with the Court, from which the Defendant/Respondent will select one for the purpose of receiving such services. See Attachment "C" for the sample contract with the BIP Providers; Attachment "D" for the list of BIP Service Providers.

The Contractor shall document and maintain the assessments (non-electronic and/or electronic) in order to provide statistical data on an as needed basis to the Courts as to the dates of their occurrence, number and type of referrals made, referrals upon the assessments, and to whom the referrals were made.

**1.3.2.2 Monitoring Agency Services**, in accordance with the BIP Service Provider Standards for Monitoring, attached hereto as Attachment "A," the Contractor shall monitor the administrative and programmatic components of certified BIP to ensure compliance with minimum standards pursuant to the BIP Service Provider Minimum Certification Standards, attached hereto as Attachment "B," and ensure that all terms of the Agreement for Professional Services for BIP Service Provider ("BIP agreement"), attached hereto as Attachment "C," have been met. These services shall include but are not limited to:

1. Conduct On-Site and Desktop Monitoring of the records and documentation, as well as observe group activity of all BIP Service Providers, on a regular basis. Monitoring of the BIPs may occur at any time by the BIP Monitoring agency.
2. Schedule meetings with BIP Service Providers as needed to address outstanding issues or concerns and corrective actions that need to be implemented.
3. Prepare written reports of all monitoring activities ("Monitoring report"), specifically documenting whether all terms and conditions of the BIP Service Provider agreement have been met and ensuring that all minimum Certification standards are still being maintained.
4. Outline in the Monitoring report the necessary corrective action(s) for any BIP Service Provider that has violated or failed to meet the terms and conditions of the BIP Service Provider agreement.
5. Provide both the Court and the BIP Service Provider a copy of the Monitoring report.
6. Diligently monitor, evaluate, and ensure that the therapeutic services and treatment being furnished by the BIP Service Provider is effective and that they are adhering to all their contractual obligations that they are bound by.
7. Review and maintain the monthly reports provided by the BIP Service Providers containing the information enumerated in the Attachment "C," Article III-Records and Reports of the BIP Service Provider Agreement.
8. Abide by and enforce all the policies and procedures as stated in the following four (4) attachments:
  1. Attachment A - Batterers' Intervention Program Service Provider Standards for Monitoring
  2. Attachment B - Batterers' Intervention Program Service Provider Minimum Certification Standards

3. Attachment C - Batterers' Intervention Program Contract with the Court
4. Attachment D - Batterers' Intervention Program Contracted Vendors

**1.3.2.3 BIP Supervisor/Court Liaison Services** The Contractor shall supervise the Defendants/Respondent's progress in the course of their treatment with the BIP and shall ensure that all conditions specified by the Court in the Court order and/or referral are followed and met during the term specified by the Court for each Defendant/Respondent. Furthermore, the Contractor shall have staff on hand that will be available to attend daily court sessions and act as the liaison between the BIP Providers and the Court in order to provide all necessary communications on the status of the Defendants/Respondents during their treatment at each of the respective BIPs. These services shall include but are not limited to:

- Maintain a progress file that shall be made available to the Courts upon request for each Defendant/Respondent that, in addition to any Assessments administered by the Contractor, adequately chronicles the Defendant/Respondent's history in the BIP treatment with a log of classes attended, absences, outstanding fees and any reports on behavioral issues or concerns BIP provider may have with the Defendant/Respondent.
- Attend all Domestic Violence calendars where reporting on the status of a Defendant/Respondent's BIP compliance is required. This shall include the following criminal and civil Domestic Violence calendars:
  - Probation Violation Hearings
  - Judicial Review Calendars
  - Domestic Violence Drug Court
  - Civil Compliance
  - Civil Contempt
  - Indirect Criminal Contempt
- Notify the Court in writing (either electronic or non-electronic) of any noncompliance by Defendants/Respondents regarding Court ordered BIP treatment as reported by the BIP provider within five (5) business days of said noncompliance.
- Notify the Court in writing (either electronic or non-electronic) when a BIP provider has discharged a Defendant/Respondent for any discharge criteria as listed in Attachment B, paragraph 11 within five (5) business days of said discharge.
- Schedule meetings with BIP Service Providers and the Court as needed to address outstanding issues or concerns, and corrective actions that need to be implemented.
- Attend meetings and serve as members of subcommittees to assist the court on projects (e.g., DV Drug Court, Assessment tools).

#### **1.4 Contractor Employee Qualification and Training**

##### **1.4.1 In order to provide Misdemeanor Probation Services the Contractor must:**

Based on the standards established by the American Correctional Association (ACA) and in accordance to § 948.15, Florida Statutes, provide to the Court photocopies of the following valid documentation for all personnel to serve as Probation Officers prior to initiate services:

- Educational credentials indicating that the Probation Officers provided by the Contractor have, at a minimum, a bachelor's degree.

- Valid license under Chapter 490 or 491, Florida Statutes or license as a license-eligible clinician under § 491.0045, Florida Statutes, to perform assessment of defendants receiving Misdemeanor Probation service.

**1.4.2 In order to provide Assessments for the Batterers' Intervention Program (BIP) the Contractor must:** Maintain a staff of qualified Assessors who meet the following minimum educational, experiential and training requirements:

- a) Licensed under Chapter 490 or 491, Florida Statutes, or license-eligible clinicians under § 491.0045, Florida Statutes. Under § 491.005, Florida Statutes, an individual who is registered as a license-eligible intern who has submitted all necessary applications, paid all requisite fees and is under the supervision of a qualified licensed supervisor may perform assessments. However, all assessments must be approved and signed by a qualified licensed supervisor.
- b) Completion of twenty-one hours of training by approved trainers who include but are not limited to lawyers, social workers, mental health professionals, doctors on the power and control model of intervention, or other models of approved intervention.
- c) Completion of twelve hours of additional training on Domestic Violence issues which shall include:
  - Eight (8) hours of training on the relationship of substance abuse to Domestic Violence by approved trainers; and
  - Four (4) hours of court attendance during Domestic Violence court hearings.

**1.5 Service Locations and Hours of Operation**

Have multiple service locations throughout Miami-Dade County and at least one location that will be open during the standard working hours of 8AM-5PM on Monday through Fridays for all intakes and reports. Additionally, Contractor shall have either extended or flexible hours for groups, classes and assessments. A list of these locations will be provided to the Court (Appendix C), and in the case where the Contractor may require modifying the hours of operation of any of the locations, the Contractor must give the Court a 24 hour notice and provide the new hours of operation and the length of the revised schedule in writing which will need to be approved by the Court.

**1.6 Additional Requirement**

Provide adequate office space, equipment and supplies sufficient to provide services as requested herein. (Note: The County, Court and/or COC reserves the right to visit the office space to be utilized to provide services, prior to award of contract, to ensure space is adequate to provide the services required. And, provide at least two (2) computer terminals at each service location for use by the Probationers, Defendants/Respondents to comply with any Court Ordered web based programs.

**1.7 Optional Service**

The County may consider the implementation of an automated data exchange interface system during the term of the contract. The Contractor may be notified once this system is in place by the Court and/or COC, in an attempt to determine if the Contractor is capable and willing to provide the optional services: Implementation of an automated data exchange interface system for Traffic and/or Misdemeanor cases. This optional service shall be at no cost to the County, Court and/or COC.

In order to implement the Optional Service the Contractor shall:

- a) Develop with the COC an automated data exchange interface system for traffic and Domestic Violence civil cases. The Contractor shall implement a second interface system for Misdemeanor. The automated interface shall involve transmission and retrieval of simple text files which shall include case information according to the specific format requested by the COC. The text files shall be transmitted and retrieved from specified file paths at a designated File Transfer Protocol server (FTP) as follows:
- 1) Connect to a File Transfer Protocol (FTP) server using a Uniform Resource Locator (URL) or Internet Protocol (IP) address.
  - 2) Log on with user ID and password assigned by COC.
  - 3) Transmit or retrieve text file.
  - 4) Verify automated transmission/retrieval message.
  - 5) Verify process completion through audit of log files.
  - 6) Inform COC of any transmission/retrieval failures or anomalies.

The COC will provide a text file for traffic case information, including any changes of assessments occurred on the day of transmission, by placing the text file on the FTP server at the designated path. The Contractor shall retrieve the text file on the following day.

The Contractor shall transmit information on probation completion and failures as text file to the designated path of the FTP server through a similar process. Detail information and operational times will be defined by the Clerk to the Contractor during the development of the automated exchange system.

- b) Send on a daily basis, at the end of each business day, a file of changed traffic case information, including payments received on the current day. All payments shall have a total amount, which shall be accompanied by an Automatic Clearing House (ACH) process. The Clerk will retrieve the information on the following day and process information upon verification. The Contractor shall provide a telephone support number along with proper staffing to define and resolve transmission problems within the same business day.
- c) Send restitution payments when ordered, to the COC via transfer of funds through the electronic format. Restitution payment to the Clerk shall include the Clerk's fee in accordance with § 28.24(26), Florida Statutes. Provide the following minimum internal
- d) Control procedures:
1. Pre-numbered receipts for the probationers and required supporting documentation.
  2. An automated accounting system in conformity with generally accepted accounting standards.
  3. Daily reconciliation of receipts and distributions.
  4. Policies and procedures that are in compliance with the Payment Card Industry (PCI), (<https://www.pcisecuritystandards.org/>), Data Security Requirements, when accepting credit card payments.
  5. Have designated personnel to accept payments.
  6. A Certified Public Accounting firm to perform annual financial reviews and testing of internal controls.

The Contractor shall provide to the COC access to the electronic system, to view information on cases.

**Appendix B: Fee Schedule**

<b>Service</b>	<b>Frequency</b>	<b>Term 1-5</b>
Probation for Misdemeanor/Traffic	Monthly	\$55.00
Groups and Classes for Misdemeanor/Traffic	One Time Fee ( <i>per supervision period</i> )	\$50.00
Urinalysis for Misdemeanor/Traffic	Per Test	\$10.00
Electronic Monitoring for Misdemeanor/Traffic	Daily	\$10.00.
Substance Abuse & Mental Health Evaluations	Per Evaluation	\$50.00
DUI Victim Impact panel	One Time Fee	As regulated by MADD
Assessment for Probationers and BIP Offenders/Respondents	Per Assessment	\$50.00
BIP Monitoring	Per Offender/respondent	\$30.00
Supervision fee for BIP in Civil cases	One Time Fee	\$200.00*

\*In the event that the Defendant/Respondent is involved in both a criminal and civil case requiring BIP services, the supervision fee will only be assessed once.

**Appendix C: Location and Hours of Operation**

**Office Location in Miami-Dade County**

Central	1399 NW 17 <sup>th</sup> Ave, Miami, FL 33125
North	18425 NW 2 <sup>nd</sup> Ave, Suite 100, Miami Gardens, FL 33169
South	10700 Caribbean Blvd, Suite 105, Cutler bay, FL 33189
West	1150 NW 72 Ave, Suite 100, Miami, FL 33126

**Services to be provided | Hours of Operation | Location**

**1. For Probation intakes and monthly reports**

Monday, Tuesday, Thursday	8.30am – 5.00pm
Wednesday	8.30am – 8.00pm
Friday	8.30am - 4.30pm
Office Location	Central, North and South Dade Offices

**2. For Probation Groups, Classes and Assessments**

Monday	8.30am – 5.00pm
Tuesday, Wednesday, Thursday	8.30am – 8.00pm
Friday	8.30am - 4.30pm
Saturday	8.30am – 2.00pm
Office Location	All

**3. For Domestic Violence or BIP Intakes and monthly reports**

Monday – Friday	8.30am – 4.30pm
Office Location	Central

**Appendix D: HIPPA Business Associate Addendum**

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and Advocate Program Inc., ("Contractor") Business Associate ("Associate").

**RECITALS**

- A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.
- a. **"Business Associate"** shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- b. **"Covered Entity"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- c. **"Protected Health Information" or "PHI"** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]
- d. **"Electronic Protected Health Information" or "ePHI"** means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]
- e. **"Electronic Media"** shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

## 2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments

to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

#### 4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification. Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction.** Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

ATTACHMENT "A"

BATTERERS' INTERVENTION PROGRAM  
SERVICE PROVIDER  
STANDARDS FOR MONITORING

## ATTACHMENT "A"

BATTERERS' INTERVENTION PROGRAM  
SERVICE PROVIDER  
STANDARDS FOR MONITORING

Pursuant to the Agreement for Professional Services for Batterers' Intervention Program Service Provider ("BIP Agreement"), the following Standards for Monitoring BIP Service Providers will be followed by the BIP Monitoring Agency:

1. The authorized BIP Monitoring Agency staff will conduct monitoring of BIP Service Providers to ensure compliance of the terms and conditions of the BIP Service Provider Agreement ("BIP Agreement") and BIP Service Provider Minimum Certification Standards ("Standards") as set forth in Attachment "A" to the BIP Agreement.
2. The first monitoring of a BIP Service Provider may be conducted on-site within six (6) months after the effect date of the BIP Agreement. Thereafter, a BIP Service Provider will be monitored annually, on-site or desktop, as determined by the BIP Monitoring Agency in consultation with the Eleventh Judicial Circuit of Florida. However, monitoring may occur at any time there is a corrective action or a complaint to the BIP Monitoring Agency or Circuit from an interested party.
3. On-site monitoring will include a review of all records and documentation that support the BIP Service Provider's compliance with the BIP Agreement and Standards. On-site monitoring of a BIP Service Provider will include observation of group activity.
4. Desktop review monitoring will require the BIP Service Provider to submit documentation to the BIP Monitoring Agency pertinent to the BIP Service Provider's compliance with the BIP Agreement and Standards.
5. Within sixty (60) days after the monitoring, the BIP Service Provider will receive a written report from the BIP Monitoring Agency indicating whether or not the terms and conditions of the BIP Agreement and Standards have been met.
6. If the monitoring indicates that the BIP Service Provider has violated or otherwise does not meet the terms and conditions of the BIP Agreement and Standards, a corrective action plan will be required. The severity of the noncompliance may affect the period of time allowed for correction, but in no event shall the corrective action period exceed ninety (90) days.
7. Failure to successfully complete the corrective action plan will result in suspension of the BIP Agreement, unless the BIP Monitoring Agency, in consultation with the Circuit, finds that the failure to successfully complete the corrective action plan is due to extraordinary circumstances beyond the BIP Service Provider's reasonable control. However, the BIP Agreement will be suspended immediately without allowing a corrective plan in cases of recurring violations.
8. A BIP Service Provider whose BIP Agreement is suspended for recurring violations or failure to complete a corrective action may not request to have its BIP Agreement reinstated for a period of one (1) year from the date of suspension.

**ATTACHMENT "B"**

**BATTERERS' INTERVENTION PROGRAM  
SERVICE PROVIDER  
MINIMUM CERTIFICATION STANDARDS**

**BATTERERS' INTERVENTION PROGRAM ("BIP") SERVICE PROVIDER  
MINIMUM CERTIFICATION STANDARDS**

To be certified as a batterers' intervention program ("BIP") service provider ("Provider") for the Eleventh Judicial Circuit of Florida ("Eleventh Judicial Circuit or Circuit"), the following minimum certification standards as set forth herein must be met and complied with:

1. **Community Collaboration and Coordination.** Qualified Providers must coordinate their efforts within a coordinated community-based response to domestic violence. Specifically, each Provider must establish working relationships with the local justice system and social service agencies, which include, but are not limited to the court, probation and pretrial diversion, the Department of Children and Families, and domestic violence centers. Providers must demonstrate evidence of their working relationships with these organizations. In addition, Providers are expected to participate in community meetings and taskforces that collaborate around the issue of domestic violence. All providers must become members and demonstrate participation in the Domestic Violence Coordinating Council and the Domestic Violence and Sexual Assault Council of Greater Miami. Providers are encouraged to participate in other groups/alliances that further their involvement in the community. Documentation demonstrating such collaboration and coordination must be available to the BIP Monitoring Agency during its on-site monitoring of the Provider.
  
2. **Officers and Personnel.**
  - a. The Provider must have zero tolerance for domestic violence on the part of their officers and employees. The Provider must be as vigorous in their response to suspected crimes on the part of their own officers and employees as they are to all other domestic violence crimes. This would include the termination of any employee charged with a crime during the course of employment.
  
  - b. All officers and direct service personnel employed or contracted by a Provider shall be required to undergo security background investigations as a condition of being an officer or employed and continued employment, respectively. Upon being appointed an officer, or hired, or contracted as direct service personnel and every five (5) years thereafter, background investigations shall be a level 2 screening as defined in Section 435.04, F.S., and shall include local criminal records, checks through local law enforcement agencies, and statewide criminal records checks through the Florida Department of Law Enforcement, Division of Criminal Justice Information Services (CJIS), including a check for registered sex offenders/sexual

predators, and injunctions for protection against domestic violence. In between the five (5) year intervals, level 1 screening as defined in Section 435.03, F.S. will be conducted annually for officers and direct service personnel. The local law enforcement screening shall also be conducted for the officer's and direct service personnel's previous address if she or he has lived in the current jurisdiction less than one (1) year. Such background investigations shall be conducted at the expense of the Provider. Direct Service Personnel are those employees and contractors who provide the services offered by the BIP provider to the clients, victims and their children.

Upon being hired and annually thereafter, background investigations shall be a level 1 screening as defined in Section 435.03, F.S. for all other employees. Such background investigations shall be conducted at the expense of the Provider.

- c. All officers and direct service personnel employed or contracted by a Provider shall complete annually, as a condition of employment and continued employment, the Affidavit of Good Moral Character, which is incorporated herein by reference as Exhibit "A".
- d. Without the prior written approval of the BIP Monitoring Agency, based upon a written request from the Provider for an exception to the prohibition set forth herein, a Provider shall not have as an officer or employ an individual, or allow such person to serve in any capacity in the Provider's organizational structure, who has:
  - i. Been a "perpetrator" (arrested/convicted) of domestic violence as defined by Florida Statutes.
  - ii. Been the subject of any Injunction/stay away order, in connection with, but not limited to domestic violence, repeat violence, sexual violence, dating violence or stalking.
  - iii. Ever had a verified child abuse report with Florida's Department of Children and Families or any equivalent out of state child welfare agency.
  - iv. Ever been convicted, adjudicated or had adjudication withheld of any criminal offense included in the Affidavit of Good Moral Character.
  - v. Ever been referred to any criminal pretrial diversion program for criminal offense(s) related to domestic violence as defined in the Florida Statutes, regardless of the successful completion of such program.
  - vi. Ever committed any acts described in Section 491.009, F.S., incorporated herein by reference as Exhibit "B", regardless of licensure.

If the background investigation of an officer or any direct service personnel includes a criminal offense that is not enumerated in the Affidavit of Good Moral Character, the Provider shall advise the BIP Monitoring Agency in writing of such offense for approval of an exception to the prohibition.

If the exception is approved by the BIP Monitoring Agency regarding offenses enumerated in the Affidavit of Good Moral Character or included in the background investigation, the written authorization with explanation for such approval must be retained permanently in the BIP Monitoring Agency's records and the records of the Provider for the officer and/or direct service personnel.

- e. A Provider shall not appoint as an officer or hire any individual under any form of community supervision including probation or pre-trial diversion.
- f. The Provider shall remove an officer or terminate the employment or terminate the contract of any direct service personnel convicted or found guilty, regardless of adjudication, or having entered a plea of nolo contendere, to any disqualifying offense. Notification of such action shall be made to the BIP Monitoring Agency of the removal or termination within seventy-two (72) hours.
- g. The Provider shall notify the BIP Monitoring Agency, in writing, of any replacements in direct service personnel and forward copies of their credentials.

### **3. Facilitator Qualifications.**

A facilitator employed or contracted by a Provider shall meet the following minimum education, experiential, and training requirements:

- a. Bachelor's degree in a social science field and two (2) years of experience working with domestic violence victims and batterers;
- b. Completion of twenty-one (21) hours of training by approved trainers on the power and control model of intervention, or other approved models of interventions;
- c. Completion of eighty-four (84) hours observing, facilitating, or co-facilitating batterer intervention groups in an approved program;
- d. Completion of forty (40) hours of approved domestic violence victim-centered training, excluding batterers' intervention training; and

- e. Completion of twelve (12) hours of additional approved training on domestic violence issues which shall include:
  - i. Eight (8) hours of training on the relationship of substance abuse to domestic violence by approved trainers; and
  - ii. Four (4) hours of observation during domestic violence court hearings.

#### 4. Assessor Qualifications.

All assessors shall meet the following minimum educational, experiential and training requirements:

- a. Licensed under Chapter 490 or 491, Florida Statutes;
- b. Completion of twenty-one (21) hours of training by approved trainers on the power and control model of intervention, or other models of approved intervention; and
- c. Completion of twelve (12) hours of additional approved training on domestic violence issues which shall include:
  - i. Eight (8) hours of training on the relationship of substance abuse to domestic violence by approved trainers; and
  - ii. Four (4) hours of court attendance during domestic violence court hearings.

#### 5. Professional Development.

Each facilitator shall complete annually a minimum of fifteen (15) hours of continuing education. The training must contribute to the advancement, extension or enhancement of the facilitator's skills and knowledge related to domestic violence. Training shall comply with the program standards as required by the service contract and include information in any of the following areas as they pertain to intimate partner violence: current law; evaluation and intervention with families; victimization, effects on children; dating violence, intervention and prevention; alcohol and substance abuse evaluation and treatment, and the power and control model.

Documentation for all continuing education training must be updated and maintained in the facilitator's personnel file for review by the BIP Monitoring Agency during its on-site monitoring visit of the Provider.

#### 6. Fees.

- a. Provider shall be self-supporting and funded with fees from the BIP participants as payment for intervention. The Provider shall comply with the established method

- of payment for BIP fees and provisions to accept indigent clients into the BIP. Towards that end Provider shall not decline the admittance of a batterer based on the ability to pay and participants shall be allowed to participate in a minimum of three (3) classes without payment. Provider shall not collect from a participant that portion of the BIP fee that is exempted by Section 741.325(6), F.S.
- b. The batterer shall not be allowed to participate in the BIP or be formally assessed until payments of the appropriate fees are made in accordance with the established BIP policy.
- 7. Intake/Enrollment.**
- a. A list of Providers compiled and updated by the Circuit will be provided to the batterer by the referral source. The BIP selected by the batterer shall perform the intake/enrollment, which shall include:
- i. An explanation of fees, rules, regulations and expectations;
  - ii. Completion of a Participant Enrollment form, which is incorporated by reference herein as Exhibit "C"; and
  - iii. Completion of a Program Contract, which is incorporated by reference herein as Exhibit "D".
- b. The Provider shall not accept a participant who has been or is currently enrolled in another BIP unless approval to change programs is obtained, in writing, from the referral source.
- c. Services shall not be denied to any person because of ethnicity, national origin, religion, age or disability. This non-discrimination clause shall be included in the Provider's policy and procedure manual.
- 8. Orientation.** The Provider shall conduct an orientation session prior to the start of the intervention with a minimum time period of one (1) hour and thirty (30) minutes, excluding breaks. An outline of the orientation shall be given to each participant and a signed statement acknowledging attendance shall be placed in the participant's file.

The orientation shall include:

- a. Definition of domestic violence;
- b. Domestic violence statistics;
- c. Introduction of the power and control wheel and equality wheel;
- d. Overview of BIP rules, regulations, and expectations; and
- e. Outline of BIP content showing the dynamics of power and control, the effects of the abuse on the victim, children and others, gender roles, socialization, and nature of violence.

**9. Group Sessions.**

- a. The Provider shall use a psycho-educational group model that incorporates power and control dynamics or any other Circuit approved curriculum in the BIP curriculum.
- b. The BIP shall be a minimum of twenty-nine (29) weeks in length and include a minimum of twenty-four (24) weekly group sessions. Each session shall be for a time period of one (1) hour and thirty (30) minutes, excluding breaks.
- c. The Provider shall maintain a maximum group size of twenty-four (24) participants with two (2) facilitators or fifteen (15) participants with one (1) facilitator. The minimum group size shall be three (3) members.
- d. The Provider shall accept new members into the group on an ongoing basis.
- e. The Provider shall ensure that all participants in the group are the same gender.
- f. If the Provider conducts a non-English speaking group, the facilitator of the group shall be fluent in that language.
- g. The Provider shall use interpreters only when there are no approved facilitators within the local area who are fluent in the language of one or more of the participants. The Provider must ensure that a person who serves in the role of

interpreter is duly qualified to interpret. Interpreters must not have a familial or personal relationship with the participant.

- h. The Provider shall ensure weekly group sessions are not suspended or cancelled for a period of more than one (1) week.

**10. Victim Notification.**

- a. The Provider shall notify the victim, in writing, within three (3) business days of the batterer's enrollment in the BIP. The letter shall be dated and include contact information for the local certified domestic violence center, law enforcement, probation or parole, if applicable, and the state attorney's office. The letter shall include information on the goals and objectives of the BIP and advise the victim that information disclosed by the victim to BIP staff is not privileged communication as defined in Section 90.5036, F.S. The letter shall include a copy of a "Partner's Guide to Batterer Intervention Programs", incorporated by reference herein as Exhibit "E".
- b. The Provider shall notify the victim, in writing, within three (3) business days of the batterer's discharge from the BIP. The letter shall be dated and include the reason for discharge: completion, termination, or transfer. The letter shall include contact information for the local certified domestic violence center, law enforcement, probation or parole, if applicable, and the state attorney's office.
- c. The Provider shall keep copies of all notification letters to the victim in the batterer's file. Letters shall not disclose the physical address or any other contact information for the victim.

**11. Discharge Criteria.**

- a. There are three (3) categories of discharge from a BIP:
  - i. **Completion** indicates that the participant has completed the assessment performed by a certified assessor, has been in compliance with the BIP's rules and contract, participated in the group at an acceptable level as determined by the facilitator, and paid required fees.
  - ii. **Termination** indicates the participant is inappropriate for the BIP as determined by the certified assessor or the BIP, or has not successfully met the requirements of the BIP as specified in the contract or BIP rules.

- iii. **Transfer** Indicates the participant has relocated to another BIP with the approval of the referral source, and the outgoing and incoming BIP directors. Each participant requesting transfer of credit must obtain a letter of referral from the previous BIP and present it to the new BIP prior to receiving any credit(s) for weeks completed. The referral letter shall include attendance dates at intake/enrollment, orientation, and group sessions, as well as the date of each absence and the date each absence was made up.
- b. When a participant is discharged from the BIP, the Provider shall :
    - i. Document the detailed reason(s) for discharge for placement in the participant's file;
    - ii. Inform the victim and referral source, in writing, of the discharge within three (3) business days; and
    - iii. Submit the participant's completed enrollment form, to the BIP Monitoring Agency no later than the tenth (10<sup>th</sup>) day of the subsequent month after discharge.

## 12. Record Keeping and Reporting Requirements.

- a. **General Requirements.** Provider shall maintain complete and accurate records regarding the BIP, personnel and BIP participants at the Provider's office. Records shall be made available for review during the hours of operation to authorized Circuit personnel, BIP Program Monitoring Agency staff or its authorized agents. Copies of required records are acceptable for documentation.
- b. **Personnel Records.** Provider shall maintain complete and accurate records on each direct service staff employed or contracted by Provider, which shall contain the following signed and dated information:
  - i. Name, address, home phone number, and date of birth;
  - ii. Proof of identity, in the form of a copy of a government issued photo identification;
  - iii. Proof of employment history check and security background investigations;
  - iv. Job description;

- v. A resume or employment application;
- vi. Documentation of required education and work experience;
- vii. Documentation of required training and annual continuing education;
- viii. For individuals licensed under Chapters 490 and 491, F.S., a signed privacy act statement acknowledging confidentiality of information received;
- ix. Receipt of the BIP's policy and procedure manual;
- x. Affidavit of Good Moral Character; and
- xi. All program records of the selected providers shall be open to inspection upon the request of the State Attorney's Office.

c. **BIP Participant Records.** Provider shall maintain individual files on each BIP participant and retain the records for a minimum of five (5) years from the date of discharge. Files shall include the following signed and dated information:

- i. Proof of identity, in the form of a government issued photo identification;
- ii. Copy of the court order and police report, if applicable;
- iii. Financial assessment;
- iv. Completed Participant Enrollment form;
- v. Completed Contract for Participation form, in an approved Batterer Intervention Program;
- vi. Completed assessment by a Circuit certified assessor;
- vii. Record of attendance at orientation and groups with the dates of each sessions attended, missed and made up;
- viii. Record of payment of all fees, including dates and amounts;

- ix. Copies of all notification letters to the victim. Letters shall be dated and shall not disclose the physical address or any other contact information for the victim;
- x. Copy of non-compliance reports, if any, to the referral source and probation and parole, if applicable;
- xi. Copy of the discharge report to the referral source and probation and parole; if applicable, and
- xii. Any other records as required by the BIP service contract.

**d. Reporting and Fee Remittance.**

- i. Provider shall submit by the tenth (10<sup>th</sup>) day of each month to the BIP Monitoring Agency the completed, Participant Enrollment Form, for each BIP participant enrolled during the preceding month.
- ii. Provider shall submit a Provider check no later than the tenth (10<sup>th</sup>) day of each month for the total amount of the participant fees collected during the preceding month to the BIP Monitoring Agency.

**e. Services and Statistical Reports**

- i. Provider, as may be required by the Circuit or the Circuit's designated supervising agency, the BIP Monitoring Agency, and/or the State Attorney's Office (collectively "Requesting Entity"), will submit information, in a format specified by the Requesting Entity, regarding the services provided to its clients and other statistical data.
- ii. Records used to complete such reports shall be open to inspection upon the request of the Requesting Entity.

**13. Health Insurance Portability and Accountability (HIPPA).** Where applicable, Provider shall comply with the Health Insurance Portability and Accountability Act (HIPPA) pursuant to 42 U.S.C. 132d, as well as all regulations promulgated under 45 CFR Parts 160, 162 and 164.

**14. Electronic Communication.** The primary communication with Provider will be electronic. Provider shall have the capability to access the Internet and shall be

required to electronically submit documentation via an online data base, including, but not limited to all reports as may be required. Provider shall maintain a functional email address with the capability of receiving attachments and provide that address to the respective parties as required.

**15. Operating Policies and Procedures Manual.**

- a. Provider shall maintain written policies and procedures that direct the operation of the BIP as required that include at a minimum the following:
  - i. Mission Statement and Philosophy;
  - ii. Days and Hours of Operation and Group Schedules;
  - iii. Intake/Enrollment Procedure;
  - iv. Orientation and Curriculum Outline;
  - v. Record Keeping and Reporting Procedure;
  - vi. Fee Collection and Remittance Procedure;
  - vii. Acceptance of Indigent Participants Policy and Procedure;
  - viii. Non-discrimination Policy;
  - ix. Accessibility to Persons with Disabilities Policy and Procedure;
  - x. Duty to Warn and Reporting of Criminal Behavior Policy and Procedure;
  - xi. Reporting of Enrollment and Discharge Information to Referral Source and Probation and Parole, if applicable; and
  - xii. Personnel Policy and Procedures, which shall include policies and procedures for the following: equal employee opportunity; code of professional ethics and moral conduct; confidentiality; non-fraternization; conflict of interest; violence free life style; drug free workplace; sexual harassments, and domestic violence in the workplace.

- b. Provider's Operating Policies and Procedures Manual shall be submitted with the Application to ensure compliance with minimum certification standards .

**16. Compliance with Americans with Disabilities Act.**

As set forth in the Americans with Disabilities Act of 1990, Provider, upon request, shall provide reasonable accommodations to qualified persons with disabilities in order that they might participate fully, equitably and fairly in the programs, services, activities and benefits of the BIP.

**SPACE LEFT INTENTIONALLY BLANK**

## Attachment "C"

# Agreement for Professional Services for Batterers' Intervention Program Service Provider

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FOR BATTERERS' INTERVENTION PROGRAM**  
**SERVICE PROVIDER**

**THIS AGREEMENT**, effective as of \_\_\_\_\_, is by and between \_\_\_\_\_, the Eleventh Judicial Circuit of Florida, acting by and through the Administrative Office of the Courts (hereinafter referred to as the "Circuit"), \_\_\_\_\_ (hereinafter referred to as "BIP Service Provider"), whose Social Security Number or Federal Employer Identification Number is \_\_\_\_\_, and the Advocate Program, Inc., (hereinafter referred to as "BIP Monitoring Agency")

**RECITAL:**

**WHEREAS**, pursuant to Request for Proposals # 2012-01- Battersers' Intervention Program Service Providers ("RFP"), issued on November 16, 2012, the Circuit sought sealed proposals from qualified entities to provide as a batterers' intervention program ("BIP") service provider ("BIP Service Provider"), services to address domestic violence issues in Miami-Dade County, Florida; and

**WHEREAS**, such services would include, but not be limited to: (i) helping batterers take responsibility for their acts of violence; (ii) emphasizing alternative behaviors by teaching skills to control violent and abusive behavior; and (iii) collaborating with other community-based providers to facilitate substance abuse treatment, educational and employment opportunities for batterers; and

**WHEREAS**, in response to the RFP, six proposals were submitted and recommended by the Review Committee to be awarded a contract to provide the services, to include the herein BIP Service Provider; and

**WHEREAS**, the purpose of this Agreement is to ensure that BIP services are available to all eligible defendants charged with domestic violence misdemeanor crimes, as well as to respondents in

domestic violence injunction cases, who are referred for such services; and

**WHEREAS**, as provided for in the RFP, the Advocate Program has agreed to serve as the BIP Monitoring Agency;

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises, covenants and agreements set forth herein, do hereby agree as follows:

### **ARTICLE I - SERVICES**

**Section 1.** BIP Service Provider shall be responsible for providing professional services (“Services”) as more particularly described in Section 2 herein.

**Section 2.** BIP Service Provider, pursuant to the terms of this Agreement, shall comply with the minimum certification standards as set forth in the Batterers’ Intervention Program (“BIP”) Service Provider Minimum Certification Standards (hereinafter “Standards”), attached hereto as Attachment “A”, and incorporated as if fully set forth herein. Such Standards require BIP Service Provider, at a minimum, to:

- a. Conduct an orientation session prior to the start of the intervention with a minimum time period of one (1) hour and thirty (30) minutes, excluding breaks. An outline of the orientation shall be given to each participant and a signed statement acknowledging attendance shall be placed in the participant’s file. The orientation shall include:
  - i. Definition of domestic violence;
  - ii. Domestic violence statistics;
  - iii. Introduction of the power and control wheel and equality wheel;
  - iv. Overview of BIP rules, regulations, and expectations; and
  - v. Outline of the BIP content showing the dynamics of power and control, the

effects of the abuse on the victim, children and others, gender roles, socialization, and nature of violence.

- b. Use a psycho-educational group model that incorporates power and control dynamics or any other Circuit approved curriculum in the BIP curriculum.
- c. Maintain an adequate staff capable of providing the therapeutic services, as described in the Standards. Adequate staff as used herein is defined to mean a staff sufficient and fully qualified and, if required, authorized under state and local law to perform such services to ensure that all Circuit ordered referrals during the term of this Agreement will be timely completed.
- d. Schedule classes for a minimum of twenty-nine (29) weeks in length and include a minimum of twenty-four (24) weekly group sessions. Each session shall be for a time period of one (1) hour and thirty (30) minutes, excluding breaks.
- e. Ensure that weekly group sessions are not suspended or cancelled for a period of more than one week.
- f. Maintain a maximum group size of twenty-four (24) participants with two (2) facilitators or fifteen (15) participants with one (1) facilitator. The minimum group size shall be three (3) members.
- g. Accept new members into the group on an ongoing basis.
- h. Ensure that all participants in the group are the same gender.
- i. Ensure that the facilitator of a non-English speaking group is fluent in that language. The BIP Service Provider shall use interpreters only when there are no approved facilitators within the local area who are fluent in the language of one or more of the participants. The BIP Service Provider must ensure that a person who serves in the

role of interpreter is duly qualified to interpret. Interpreters must not have a familial or personal relationship with the participant.

- j. Notify the victim, in writing, within three (3) business days of the batterer's enrollment in the BIP. The letter shall be dated and include contact information for the local certified domestic violence center, law enforcement, probation or parole, if applicable, and the state attorney's office. The letter shall also include information on the goals and objectives of the BIP and advise the victim that information disclosed by the victim to BIP staff is not privileged communication as defined in Section 90.5036, F.S. The letter shall include a copy of a "Partner's Guide to Batterer Intervention Programs", incorporated by reference herein.
- k. Notify the victim, in writing, within three (3) business days of the batterer's discharge from the BIP. The letter shall be dated and include the reason for discharge: completion, termination, or transfer. The letter shall also include contact information for the local certified domestic violence center, law enforcement, probation or parole, if applicable, and the state attorney's office.
- l. Maintain copies of all notification letters to the victim in the batterer's file. Letters shall not disclose the physical address or any other contact information for the victim.
- m. Document the detailed reasons for discharge for placement in the participant's file when the participant is discharged from the BIP.
- n. Inform the victim and Circuit and BIP Monitoring Agency, in writing, of the discharge within three (3) business days.
- o. Submit the participant's completed enrollment form to the BIP Monitoring Agency no later than the tenth (10<sup>th</sup>) day of the subsequent month after discharge.

- p. Maintain complete and accurate records regarding the BIP, personnel and BIP participants at its office as enumerated in the Standards and as set forth herein in Article III-Records and Reports. Records shall be made available for review during the hours of operation to authorized Circuit personnel, BIP Monitoring Agency staff or its authorized agents. Copies of required records are acceptable for documentation.
- q. Submit information, as may be required by the Circuit or the Circuit's designated supervising agency, the BIP Monitoring Agency, and/or the State Attorney's Office ("collectively "Requesting Entity"), in a format specified by the Requesting Entity, regarding the services provided to the participants and other statistical data. Records used to provide such information shall be open to inspection upon the request of the Requesting Entity.
- r. Monitor all offenders/respondents for subsequent acts of noncompliance (e.g., failure to attend the assigned sessions; failure to follow court directives) and shall promptly notify the BIP Monitoring Agency within seventy-two (72) hours of the noncompliance.
- s. Attend hearings in court, and meetings scheduled by the BIP Monitoring Agency or the Circuit, if requested to do so.
- t. Allow for the inspection and monitoring of its classes and client interviews by the BIP Monitoring Agency and the Circuit.
- u. Fully cooperate with the BIP Monitoring Agency and the Circuit to evaluate the effectiveness of the therapeutic treatment furnished by the BIP Service Provider, including making all necessary records available for review.
- v. Maintain a technology system that is capable of accessing the Internet in order to

electronically submit documentation via an online data base, including, but not limited to, all reports as may be required. BIP Service Provider shall maintain a functional email address with the capability of receiving attachments and provide that address to the respective parties herein as required.

- w. Maintain an Operating Policies and Procedures Manual that includes written policies and procedures that direct the operation of the BIP as required that include, at a minimum, the policies and procedures set forth in the Standards.

### **ARTICLE III-RECORDS AND REPORTS**

**Section 1.** BIP Service Provider shall submit by the tenth (10<sup>th</sup>) day of each month to BIP Monitoring Agency the completed Participant Enrollment Form for each BIP participant who was enrolled during the previous month.

**Section 2.** BIP Service Provider shall provide to the BIP Monitoring Agency, with a copy to the State Attorney's Office ("SAO"), and to the Circuit (upon request), a monthly report that shall include a summary of BIP participants in a format to be specified by the SAO for Domestic Violence Diversion, Probation cases, and Civil Injunction cases, pertaining to the BIP participant's treatment, containing the following information:

- A. BIP Participant's name, residence and employment address;
- B. Court case number, including incident date;
- C. Charge descriptions;
- D. Information as to treatment, placement/programs (e.g., substance abuse treatment, parenting, mental health, etc.);
- E. Date accepted into treatment and projected completion date;

- F. Total sessions completed and missed (both excused and unexcused absences);
- G. Provider fees imposed (paid and due); and
- H. Progress report as to the extent the BIP Participant is making progress in treatment.

**Section 3.** Commencing with the second calendar year of this Agreement, BIP Service Provider shall annually select a cohort comprised of a minimum of thirty (30) BIP Participants from the previous calendar year (unless the SAO approves a lower number) of successful completions and unsuccessful completions from the BIP.

**Section 4.** Commencing with the first quarter after the execution of this Agreement and every quarter thereafter, within ten (10) days after each quarter, BIP Service Provider shall provide to the BIP Monitoring Agency, with a copy to the SAO, in a format to be specified by the SAO, the following information:

- A. The number of unsuccessful terminations from the BIP during the preceding quarter and cumulative unsuccessful terminations during the calendar year, specifying the basis for such termination (e.g., failure to pay fees, multiple absences, etc.).
- B. The number of successful terminations from the BIP during the preceding quarter and cumulative successful terminations during the calendar year, to include number of treatment completions.

**Section 5.** BIP Service Provider shall provide other reports as may be requested during the term.

#### **ARTICLE IV - COMPENSATION/FEE SCHEDULE**

**Section 1.** BIP Service Provider shall be self-supporting and funded with fees from the BIP participants as payment for intervention in accordance with the fee schedule attached hereto as Attachment "B" ("BIP Fee"). BIP Service Provider shall comply with the established method of

payment for BIP fees and provisions to accept indigent clients into the BIP. Towards that end BIP Service Provider shall not decline the admittance of a batterer based on the ability to pay and participants shall be allowed to participate in a minimum of three (3) classes without payment. Provider shall not collect from a participant that portion of the BIP Fee that is exempted by Section 741.325(6), F.S.

**Section 2.** The batterer shall not be allowed to participate in the BIP or be formally assessed until payments of the appropriate fees are made in accordance with the established BIP policy.

**Section 3.** All invoices for services shall describe the services provided, and shall be submitted to each batterer/participant for payment.

**Section 4.** Service Provider, under no circumstances, is entitled to any compensation, reimbursement or other benefit from the Court or the BIP Monitoring Agency.

#### **ARTICLE V - TERM AND RENEWAL**

This Agreement is for a three (3) year term commencing on \_\_\_\_\_, 201\_\_\_\_ and terminating on \_\_\_\_\_, 201\_\_\_\_ (“Initial Term”), unless terminated earlier in accordance with the terms of this Agreement or renewed in writing by both parties not less than thirty (30) days prior to \_\_\_\_\_, 201\_\_\_\_.

The parties hereto may renew the Agreement, in whole or part, for a period that may not exceed the length of the Initial Term (“Renewal”). The Renewal must be in writing and signed by all parties, and is contingent upon satisfactory performance evaluations.

#### **ARTICLE VI - GOVERNMENTAL RESTRICTIONS**

If the BIP Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Services offered

under the Agreement, the BIP Service Provider shall immediately notify the BIP Monitoring Agency in writing, indicating the specific restriction. The BIP Monitoring Agency, upon consultation with the Circuit, may accept any such alteration or cancel the Agreement.

#### **ARTICLE VII - LOBBYING AND INTEGRITY**

The BIP Service Provider shall comply with Section 11.062, Florida Statutes and Section 216.347, Florida Statutes. The BIP Service Provider shall not, in connection with this or any other agreement regarding the BIP directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any BIP Monitoring Agency or Circuit officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any BIP Monitoring Agency or Circuit officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or agreements of any kind. Upon request of an authorized Circuit official, the BIP Service Provider shall provide any type of information such official deems relevant to the BIP Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, the Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The BIP Service Provider shall retain such records for the longer of (i) three (3) years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The BIP Service Provider agrees to reimburse the Circuit for the reasonable cost of investigation incurred by the authorized Circuit official for the investigation of the BIP Service Provider's compliance with the terms of this or any

other agreement in connection with the BIP which results in the suspension or debarment of the BIP Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The BIP Service Provider shall not be responsible for any cost of investigations that do not result in the BIP's Service Provider's suspension or debarment.

#### **ARTICLE VIII - INDEMNIFICATION**

The BIP Service Provider shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Circuit, the BIP Monitoring Agency, and their officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by BIP Service Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Circuit or the BIP Monitoring Agency. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

#### **ARTICLE IX - SUSPENSION OF WORK**

The BIP Monitoring Agency, after consultation with the Circuit, may suspend any or all activities under the Agreement, at any time, when in the best interests of the BIP to do so. The BIP Monitoring Agency shall provide the BIP Service Provider written notice outlining the particulars of the suspension. After receiving a suspension notice, the Service Provider shall comply with the notice and shall not accept any other BIP clients. Within ninety (90) days, or any longer period agreed to by the BIP Service Provider, the BIP Monitoring Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the BIP Service Provider to any additional compensation.

**ARTICLE X - TERMINATION FOR CONVENIENCE**

This Agreement by written notice to the BIP Service Provider, may be terminated in whole or in part if it is determined by the BIP Monitoring Agency, after consultation with the Circuit, that it is in the best interest of the BIP to do so. The BIP Service Provider shall not furnish any continued portion of the Agreement, if any. The BIP Service Provider shall not be entitled to recover any cancellation charges or lost profits.

**ARTICLE XI - TERMINATION FOR CAUSE**

This Agreement may be terminated if the BIP Service Provider fails to (1) deliver the Services within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, or regulatory, or licensing requirement, or (4) the BIP Service Provider refuses to allow public access to all documents, papers, letters or other material made or received by the BIO Service Provider in conjunction with the Agreement, unless such records are exempt from 24(a) of Article I of the State of Florida Constitution, Section 119.07(1), Florida Statutes, or Rule 2.420, Rules of Judicial Administration. If, after termination, it is determined that the BIP Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BIP. The rights and remedies set forth in this clause are in addition to any other rights and remedies provided by the law or under the Agreement.

**ARTICLE XII - FORCE MAJEURE, NOTICE OF DELAY,  
AND NO DAMAGES FOR DELAY**

The BIP Service Provider shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the BIP Service Provider or its employees or agents

contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the BIP Service Provider's control. In case of any delay the BIP Service Provider believes is excusable, the BIP Service Provider shall notify the Advocate Program in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the BIP Service Provider could not reasonably foresee that a delay could occur, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the BIP Service Provider first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE BIP SERVICE PROVIDER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.**

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

#### **ARTICLE XIII - ADVERTISING**

Subject to Rule 2.420, Florida Rules of Judicial Administration, the BIP Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Circuit, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Circuit, or otherwise linking the BIP Service Provider's name and either a description of the Agreement or the name Circuit in any material published, either in print or electronically, to any entity that is not a party to Agreement.

#### **ARTICLE XIV - ASSIGNMENT**

The BIP Service Provider shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement, without the prior written consent of the BIP Monitoring Agency and the Circuit. In the event of any assignment, the BIP Service Provider remains secondarily liable for performance of the Agreement, unless such secondary liability is expressly waived, in writing, by the BIP Monitoring Agency and the Circuit. The BIP Monitoring

Agency, after consultation with the Circuit, may assign the Agreement with prior written notice to BIP Service Provider of its intent to do so.

#### **ARTICLE XV - DISPUTE RESOLUTION**

Any dispute concerning performance of the Agreement shall be decided by an authorized representative of the Circuit, who shall reduce the decision to writing and serve a copy on the BIP Monitoring Agency and the BIP Service Provider. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Miami-Dade County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

#### **ARTICLE XVI - EMPLOYEES, SUBCONTRACTORS, AND AGENTS**

All BIP Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained professionals who meet or exceed any specified training qualifications. Upon request, BIP Service Provider shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Circuit. The Circuit may conduct, and the BIP Service Provider shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the BIP Service Provider. The Circuit may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualification, quality of work, change in security status, or non-compliance with a Circuit's security or other requirements. Such approval shall not relieve the BIP Service Provider of its obligation to perform all work in compliance with the Agreement. The Circuit may reject and bar from any facility for cause any of the BIP Service Provider's employees, subcontractors, or agents.

**ARTICLE XVII - SECURITY AND CONFIDENTIALITY**

The BIP Service Provider shall comply fully with all security procedures of the Circuit in performance of the Agreement. The BIP Service Provider shall not divulge to third parties any confidential information obtained by the BIP Service Provider or its agents, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Circuit. The BIP Service Provider shall not be required to keep confidential information or material that is publicly available through no fault of the BIP Service Provider, material that the BIP Service Provider developed independently without relying on the Circuit's confidential information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the BIP Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

**ARTICLE XVIII - SERVICE PROVIDER EMPLOYEES, SUBCONTRACTORS,  
AND OTHER AGENTS**

The BIP Monitoring Agency and the Circuit shall take all actions necessary to ensure that BIP Service Provider's employees, subcontractors and other agents are not deemed to be employees of the Circuit, State of Florida, or the Advocate Program. Such actions include, but are not limited to, ensuring that BIP Service Provider's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) in compliance with State and Federal law, from an employer other than the Circuit, State of Florida or the Advocate Program.

**ARTICLE XIX - INSURANCE REQUIREMENTS**

During the Agreement term, Service Provider at its sole expense shall provide commercial

insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Service Provider. Upon request, the Service Provider shall provide certificate of insurance. The limits of coverage under each policy maintained by the Service Provider shall not be interpreted as limiting the Service Provider's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

#### **ARTICLE XX- WARRANTY OF AUTHORITY**

Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

#### **ARTICLE XXI - WARRANTY OF ABILITY TO PERFORM**

The BIP Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the BIP Service Provider's ability to satisfy its Agreement obligations. The BIP Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Advocate Program and the Court in writing if its ability to perform is compromised in any manner during the term of the Agreement.

#### **ARTICLE XXII - NOTICES**

All notices required under the Agreement shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified herein identified. Specifically as to:

**Advocate Program, Inc.**  
**1200 NW 78<sup>th</sup> Avenue**  
**Suite 300 A**  
**Doral, Florida 33126**  
**Attention: M. David McGriff, Ph.D**

**Eleventh Judicial Circuit of Florida**  
**Lawson E. Thomas Courthouse Center**  
**175 NW 1<sup>st</sup> Avenue-Room 1502**  
**Miami, Florida 33128**  
**Attention: Eugene Carral, Esquire**

**BIP Service Provider**  
**XXXXXXXXXXXX**  
**XXXXXXXXXXXX**  
**Attention: XXXXXXXXXXXXXXX**

Notices to the BIP Service Provider shall be delivered to the person who signs the Agreement. Either designated recipient may notify the other, in writing, if someone else is designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**ARTICLE XXIII - MODIFICATION OF TERMS**

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall be govern all transactions between the parties hereto. The Agreement may only be modified or amended upon mutual written agreement of the parties. No oral agreements or representations shall be valid or binding upon the BIP Monitoring Agency, the Circuit or the BIP Service Provider. No alteration or modification of the Agreement terms, including substitution of Services, shall be valid or binding against the BIP Monitoring Agency and the Circuit. The BIP Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to Services upon delivery (whether written or electronic).

**ARTICLE XXIV- WAIVER**

The delay or failure by the parties to exercise or enforce any of their respective rights under this Agreement shall not constitute or be deemed a waiver of such right thereafter to enforce those rights, nor shall any single or partial exercise of any such right prelude any other or further exercise thereof or the exercise of any other right.

**ARTICLE XXV - EXECUTION IN COUNTERPARTS**

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**ARTICLE XXVI - SEVERABILITY**

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**ARTICLE XXVII - OTHER TERMS AND CONDITIONS**

**Section 1.** BIP Service Provider agrees to adhere to and be governed by the State of Florida Conflict of Interest Code, which is incorporated by reference as if fully set forth herein, in connection with the performance of Services pursuant to this Agreement.

**Section 2.** The Circuit maintains a drug-free workplace. As part of the Circuit's policy for dealing with alcohol and substance abuse, independent service providers or vendors affiliated with the Circuit in any capacity, are required to submit to alcohol and drug screening designed to detect the presence of controlled substances, narcotic drugs or alcohol whenever there exists a reasonable suspicion to believe that the service provider/vendor is under the influence of such substances, suffers from alcohol or substance abuse, or is in violation of State of Florida or Circuit rules or regulations concerning the use of drugs or alcohol. If such screening proves to be positive, the individual service provider/vendor services will be canceled.

IN WITNESS WHEREOF, the parties hereto have caused this \_\_\_\_ ( ) page Agreement to be effective as of the date first above written.

NAME (BIP SERVICE PROVIDER)

ADVOCATE PROGRAM, INC.

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:  
\_\_\_\_\_

Witness:  
\_\_\_\_\_

ELEVENTH JUDICIAL CIRCUIT OF  
FLORIDA

By: \_\_\_\_\_  
Sandra M. Lonergan  
Trial Court Administrator

Date: \_\_\_\_\_

Witness:  
\_\_\_\_\_

APPROVED AS TO LEGAL FORM & SUFFICIENCY  
Office of the General Counsel  
Eleventh Judicial Circuit of Florida

\_\_\_\_\_  
Linda Kelly Kearson, General Counsel

LKK/W132  
CONTRACT NO. K-

**"Attachment D"**

**List of Batterers' Intervention Program Contractor's with the Court**

1. Anaga Psychotherapy Center Inc.
2. Alliance For Psychological Services
3. West Miami CMHC, Inc.
4. Miami-Dade Community Services, Inc.
5. Families in Action Inc.
6. The Recovery Project