

Memorandum



Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(F)(5)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink, reading "Daniella Levine Cava".

Subject: Recommendation for Approval to Award Misdemeanor Probation Services and Batterers' Intervention Program Monitoring

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01707, Misdemeanor Probation Services and Batterers' Intervention Program Monitoring*, to Advocate Program, Inc. for the Eleventh Judicial Circuit of Florida in the amount of \$4,000,000. This contract will replace competitively solicited contract *RFP-00213, Misdemeanor Probation Services and Batterers' Intervention Program Oversight Services*, which was awarded by the Board under Resolution No. R-202-16 for a five-year term. The Contract will provide: 1) community monitoring services for persons serving probation relating to a misdemeanor for the Court, which are delivered by Probation Officers; and 2) monitoring services of the Batterers Intervention Program (BIP) Service Providers that are on the Eleventh Judicial Circuit County Court's approved list.

A total of 5,671 vendors were notified, of which, 42 viewed the solicitation and two responded to the same. The award is recommended to the incumbent, Advocate Program, Inc., the highest ranked responsive and responsible proposer. Advocate Program, Inc. has a local address in Miami-Dade County.

Probation Officers will deliver management, rehabilitation, assessment, and probation services for defendants found guilty of misdemeanors who are placed on probation, to assist them in obtaining employment, substance abuse and mental health counseling, as well as other positive, self-improvement programs to assist the offender in succeeding in life crime free. Additionally, the contract provides for assessment, monitoring, and supervision of the court approved BIP Service Providers to ensure compliance with the requirements set forth by the Eleventh Judicial Circuit County Court. The BIP Service Providers offer services that address domestic violence issues in Miami-Dade County. Such services include 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.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as all costs are set by the Administrative Office of the Courts and paid directly to the recommended vendor by the offenders that are placed on probation. The estimated contract value for the five-year term is \$4,000,000. The estimated value of the current contract, *RFP-00213*, was \$7,625,000 at time of award, however, based on actual usage during the past five years and 6 months, the estimated contract value is \$3,445,937, and expires on September 30, 2021. The replacement contract's value is an estimate based on the anticipated need for these services.

Track Record/Monitor

Pearl Bethel of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposal was issued under full and open competition. Two proposals were received in response to the solicitation. Award is recommended to the incumbent, Advocate Program, Inc., the highest ranked responsive and responsible proposer.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Advocate Program, Inc.	1150 NW 72 Avenue Suite 200 Miami, FL	Same	65	Samek William
			90%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Professional Probation Services, Inc.	None	Evaluation Scores/Ranking


Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to add services/language and to remove those services/language no longer needed.

Applicable Ordinances and Contract Measures

- The two percent User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference applied.
- The Living Wage does not apply.



Edward Marquez
Chief Financial Officer




MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(5)
7-20-21

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01707 TO ADVOCATE PROGRAM, INC. FOR PURCHASE OF MISDEMEANOR PROBATION SERVICES AND BATTERERS' INTERVENTION PROGRAM MONITORING FOR THE ADMINISTRATIVE OFFICE OF THE COURTS ON BEHALF OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA IN A TOTAL ESTIMATED AMOUNT OF UP TO \$4,000,000.00 FOR THE FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. RFP-01707, in substantially the form attached hereto and made a part hereof, to Advocate Program, Inc. for purchase of Misdemeanor Probation Services and Batters' Intervention Program Monitoring for the Administrative Office of the Courts on behalf of the Eleventh Judicial Circuit of Florida in a total estimated amount of up to \$4,000,000.00 for the five-year term.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

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

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Eduardo W. Gonzalez

Misdemeanor Probation Services and Batterers' Intervention Program Monitoring
Contract No. RFP - 01707

THIS AGREEMENT made and entered into as of this _____ day of _____ 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 Ave, 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"), and the Eleventh Judicial Circuit of Florida, having its principal offices at 1350 NW 12th Avenue, Miami, Florida 33136 (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Misdemeanor Probation Services and Batterers' Intervention Program Monitoring, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A and B); Miami-Dade County's Request for Proposals (RFP) No. 01707 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 February 1, 2021, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Court and the County desire to procure from the Provider such Misdemeanor Probation Services and Batterers Intervention Program monitoring 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:

- a) The term "ACA" to mean American Correctional Association.
- b) The words "Agreement" or "Contract" 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. 01707 and all associated addenda, and the Contractor's Proposal.

- c) 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.
- d) The term "Assessor" to mean a person who is certified hereunder to perform the psychosocial assessment of individuals who have been referred to treatment.
- e) The term "Batterer" to mean a perpetrator of Domestic violence, as utilized in § 741.325, Florida Statutes, or dating violence, as defined in § 784.046(1) (d), Florida Statutes. A Batterer may be a Defendant in a Misdemeanor case and/or a Respondent in a civil case.
- f) The term "Batterers' Intervention Program" ("BIP") to mean a 29 week program that addresses Domestic violence issues in Miami Dade County, Florida and meets the requirements set forth in section 741.325, Florida Statutes.
- g) The words "Batterers' Intervention Program Service Provider" to mean a provider who has met the requirements for batterers intervention programs in section 741.325, Florida Statutes, and who provides programs to batterers' that is usually part of the legal systems response to an act of Domestic violence while providing services to address Domestic violence issues in Miami Dade County, Florida.
- h) The term "Chief Judge" to mean the highest-ranking judge of the Court.
- i) The term "Clerk of Court" ("COC") to mean the Miami-Dade County Clerk of Court that is responsible for maintaining the records of the Court.
- j) The words "Contract Date" to mean the date on which this Agreement is effective.
- k) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative from the Court designated to manage the Contract.
- l) The term "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of RFP No. 01707, also to be known as "the prime Contractor".
- m) The term "Court" to mean the Eleventh Judicial Circuit of Florida, serving Miami-Dade County.
- n) The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- o) The word "Days" to mean Calendar Days.
- p) 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.

- q) The term “Defendant” to mean any person accused (charged) of committing an offense (a crime an act defined as punishable under criminal law).
- r) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's 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.
- s) The words “BIP Monitoring Agency” to mean the Contractor who receives this award and is responsible for the supervisor of the Court-approved list of Batterers Intervention Program Service Providers.
- t) The words “Chief Judge” to mean the highest-ranking judge of the Court.
- u) The words “Clerk of Court” (“COC”) to mean the Miami-Dade County Clerk of Court that is responsible for maintaining the records of the Court.
- v) The term “Contractor” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.
- w) The term “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
- x) The term “Court” to mean the Eleventh Judicial Circuit of Florida, serving Miami-Dade County.
- y) The term “Defendant” to mean any person accused (charged) of committing an offense (a crime an act defined as punishable under criminal law).
- z) The words “Desktop Monitoring” to mean a review of records and/or documents submitted either electronically or in paper format by the Batterers’ Intervention Program Service Provider upon request to the Contractor
- aa) The words “Domestic Violence” to mean 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 family or household member.
- bb) 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 County Court. 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 State Attorney.
- cc) The words “Misdemeanor Probation Services” to mean community supervision of a Defendant resulting from Misdemeanor case or charges.

- dd) The term “Monitoring” to mean the Contractor’s process of reviewing the administrative and programmatic components of the Batterers’ Intervention Program Service Providers to ensure compliance with minimum standards.
- ee) The words “Monitoring Report” to mean written reports of all oversight activities specifically documenting whether the Batterers’ Intervention Program Service Providers are in compliance with section 741.325, Florida Statutes, and any additional requirements indicated in the Court’s Batterers’ Intervention Program Service Provider Application.
- ff) The words “On-Site Monitoring” to mean Contractor’s comprehensive assessment conducted at a site where the related Batterers’ Intervention Program Service Provider is operating. A monitor spends time at the site evaluating all phases of the Batterers’ Intervention Program Service Provider’s administration and operations.
- gg) The term “Probation” to mean a form of community supervision for persons guilty of misdemeanor crimes requiring specified contacts with probation officers and other terms and conditions as provided under Florida law.
- hh) The term “Probationer” to mean a person who is on Probation.
- ii) The term “Probation Officer” to mean an officer appointed to investigate, report on, and supervise the conduct of convicted offenders on Probation.
- jj) The words “Sexual Predator” to mean a person designated as a sexual predator pursuant to section 775.21, Florida Statutes.
- kk) The words “Sexual Offender” to mean a person designated as a sexual offender pursuant to section 943.0435, Florida Statutes.
- ll) The term “Subcontractor” 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.
- mm) The words “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) the Miami-Dade County's Request For Proposal No. 01707 and any associated addenda and attachments thereof, and 4) 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/Court 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/Court. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County/Court 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 set forth on the first page of this Agreement and shall continue through the last day of the 60th month. The County, in consultation with the Court, 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/Court 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 e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the 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

The Eleventh Judicial Circuit of Florida
175 NW 1st Avenue, Miami, FL 33128
Attention: Adria Villaverde
Phone: (305) 349-5552
Fax: (305) 349-5559
E-mail: avillaverde@jud11.flcourts.org

and,

a) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Advocate Program, Inc.,
Attention: Isabel Perez-Morina
Phone: (305) 704-0800 x114
E-mail: ipmorina@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 Provider 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 Provider will charge to provide the Work and Services to be performed under this Contract. The Court, COC and / or the County shall have no obligation to pay the Provider for any of the services provided. Cost of services shall be charged and collected by the Provider from each individual Probationer, Offender / Respondent. The Provider 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. PRICING

Refer to Appendix A, Scope of Services, Section 2.6, Fee Payment Schedule.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

Refer to Appendix A, Scope of Services, Section 2.6, Fee Payment Schedule.

Associated back-up documentation shall be submitted in duplicate by the Provider to the Court as follows:

Eleventh Judicial Circuit of Florida
Richard E. Gerstein Justice Building
1351 N.W. 12th Street, Rm 8300A
Miami, Florida 33125
Attn: Carmen Bravo

The Court may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Provider shall indemnify and hold harmless the County and Court 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, Court or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. The Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County or Court, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or Court or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County and The Eleventh Judicial Circuit of Florida must be shown as an additional insureds with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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 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 and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

And,

**ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
175 N.W. 1ST AVENUE
MIAMI, FLORIDA 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 assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County, in consultation with the Court, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County and Court in accordance with the terms and conditions of this Agreement. 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 County or Court, 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 County and Court 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 County or Court, 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 County or Court. 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 County or Court, should the County or Court 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 County and Court 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 County or Court. The Contractor shall supply competent employees. Miami-Dade County or the Court may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County or Court property is not in the best interest of the County or Court. 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 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 County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind 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/Court'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 and Chief Judge or their designees, 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 or Chief Judge'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 or Chief Judge within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor and/or Chief Judge 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 and/or Chief Judge 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 and/or Chief Judge 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 and/or Chief Judge 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 and/or Chief Judge, 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 County may, at its expense, elect to participate in the defense if the Court or County should so choose. Furthermore, 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 five (5) years.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of five (5) 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 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 Code of Miami-Dade County, 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, included in Appendix A and Appendix B, 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 Application.

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 must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

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 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 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 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 County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to 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 County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for 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 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 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 County makes no representations or guarantees; and the Court and/or County shall not be responsible for the accuracy of the assumptions presented; and the Court and/or 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 County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Court and/or County through fraud, misrepresentation or material misstatement.
- b) The Court and/or 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 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 County through fraud, misrepresentation or material misstatement may be debarred from Court and/or County contracting for up to five (5) years in accordance with the Court and/or 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 Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Court and/or 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 County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by 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 Court's and/or County's materials and property;
 - iii. cancel orders;
 - iv. assign to the Court and/or County and deliver to any location designated by 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;
 - v. take no action which will increase the amounts payable by the Court and/or County under this Agreement; and
- f) In the event that the Court and/or 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; and
 - 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.
- g) All compensation pursuant to this Article are 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 County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the Court and/or 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 County may request that the Contractor, within the timeframe set forth in the Court's and/or County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, 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 County the requested assurances within the prescribed timeframe, 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.
 - iii. In the event the Court and/or County shall terminate this Agreement for default, the Court and/or 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 Court and/or County, the Court and/or 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 Court and/or County may be terminated. Notwithstanding, the Court and/or County may, allow the Contractor to rectify the default to the Court's and/or County's reasonable satisfaction within a thirty (30) day period. The Court and/or County may grant an additional period of such duration as the Court and/or County shall deem appropriate without waiver of any of the Court's and/or 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 Court and/or 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 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 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, COC and/or 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's, the COC's and/or 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, COC and/or County and defend any action brought against the Court, COC and/or 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, COC and/or 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's, COC's and/or 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, COC and/or 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, COC and/or 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, COC and/or County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Court's, COC's and/or 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 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, COC and/or County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Court, COC and/or County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Court, COC and/or County, unless required by law. In addition to the foregoing, all Court, COC 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, COC and/or County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Court, COC and/or 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 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 County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Court and/or County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Court and/or 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 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, and the Court is subject to Florida Rule of Judicial Administration 2.420.

The Contractor acknowledges that all computer software in the Court and/or County's possession may constitute or contain information or materials which the Court and/or 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 and/or County has developed at its own expense, the disclosure of which could harm the Court's and/or 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 and/or County's property, any computer programs, data compilations, or other software which the Court and/or County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Court and/or 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 and/or County and, if the Computer Software has been leased or purchased by the Court and/or 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 and/or 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's and/or 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, COC and/or County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Court, COC and/or County to the Contractor hereunder or furnished by the Contractor to the Court, COC and/or County and/or created by the Contractor for delivery to the Court, COC and/or 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, COC and/or 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's, COC's 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, COC and/or County, hereinafter referred to as "Developed Works" shall become the property of the Court, COC and/or 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, COC and/or 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, COC and/or 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, COC and/or County or entities controlling, controlled by, under common control with, or affiliated with the Court, COC and/or County, or organizations which may hereafter be formed by or become affiliated with the Court, COC and/or County. Such license specifically includes, but is not limited to, the right of the Court, COC and/or 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, COC and/or County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Court, COC and/or County or entities controlling, controlled by, under common control with, or affiliated with the Court, COC and/or County, or organizations which may hereafter be formed by or become affiliated with the Court, COC and/or 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, Strategic Procurement 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:

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| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> | <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County E-Verify Affidavit
(Executive Order 11-116)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution R-919-18)</p> <p>14. Subcontracting Practices
(Section 2-8.8 of the Code of Miami-Dade County)</p> <p>15. Subcontractor/Supplier Listing
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>16. Form W-9 and 147c Letter
(as required by the Internal Revenue Service)</p> <p>17. FEIN Number or Social Security Number</p> |
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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*

18. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)

19. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

20. 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 and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

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 Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal 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.***

Nothing contained above shall in any way limit the powers of the Inspector General 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

As applicable, the Contractor shall comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state and County orders, statutes, ordinances, rules and regulations which may pertain to the Services, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- o) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

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, the 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.
- e) 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. REFERRAL

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 and/or Court may, on a random basis, perform audits on all referrals, throughout the duration of said contract. The County and/or Court 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 County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Court and/or County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Court and/or County. Such approval may be withheld if for any reason the Court and/or 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 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 County.

ARTICLE 38. BANKRUPTCY

The Court and/or County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Court and/or 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. COUNTY USER ACCESS PROGRAM (UAP)

The UAP does not apply to this Contract

ARTICLE 41. 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.careersourcesfl.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including the Florida Rules of Judicial Administration as applicable to Court records. Compliance includes but is not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) providing 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) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County and/or Court all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County and/or Court in a format that is compatible with the information technology systems of the County and/or Court. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 43. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 44. 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.

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

Contractor

Miami-Dade County

By:



Name: Isabel Perez-Morina

Title: Chief Executive Officer

Date: 06/01/2021

Attest:



Corporate Secretary/Notary Public

By:

Name: Daniella Levine Cava

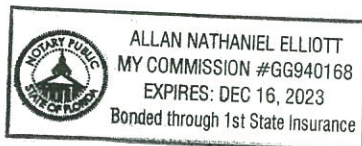
Title: Mayor

Date:

Attest:

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



APPENDIX A**2.0 SCOPE OF SERVICES****2.1 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 one of the largest trial courts in the nation. Its 126 Circuit and County Court judges serve a population of over two million in a 2,000 square mile area. 81 Judges preside in six (6) Divisions of the Circuit Court and 45 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 (first in the nation), the Domestic Violence Division, Veteran's Treatment Court, Criminal Mental Health Program, parenting/child education classes, and traffic court magistrates. To provide the public with greater access to the Court, County Court Judges also preside in several 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 \$8,000 (small claims), 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 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.

2.1.1 Probation Services Background

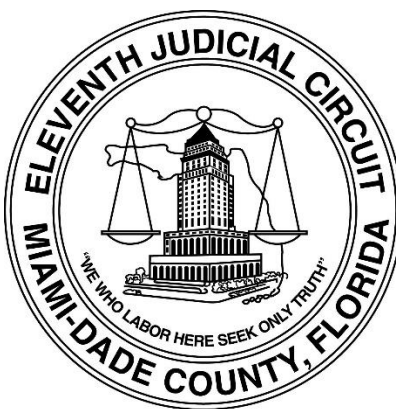
Probation Services provide investigation and reports to the Court, to help develop appropriate Court dispositions for adult and juvenile offenders, and to supervise those persons placed on Probation. A Probation Officer's role is to supervise offenders in the community who have been placed on Probation 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 in life crime free.

2.1.2 Batterers' Intervention Program Background

An average of 5,000 Misdemeanor Domestic Violence and injunction violation cases are filed annually in Miami-Dade County. In addition, approximately 8,000 civil injunction cases are filed annually by petitioners seeking injunctive relief from domestic, repeat, dating, and sexual violence and stalking. The Domestic Violence Division, comprised of seven Judges and support services, deals 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 Service Providers to offer certain services in an effort to reduce the incidence of such crimes, the Court, in conjunction with the Internal Services Department, solicited through this Request for Proposal for Batterers' Intervention Program Service Providers, to offer services that 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

This is the form Batterers' Intervention Program Service Provider Application that the Eleventh Judicial Circuit anticipates using for the selection of BIP Providers.

**BATTERERS' INTERVENTION PROGRAM ("BIP")
SERVICE PROVIDER APPLICATION
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
DOMESTIC VIOLENCE DIVISION**



**Forward When Completed To:
Domestic Violence Division
Lawson E. Thomas Courthouse Center
175 NW 1st Avenue, Suite 1540
Miami, Florida 33128
Tel: (305) 349-5552
Fax: (305) 349-5559**

PLEASE NOTE: THIS APPLICATION IS SUBJECT TO ARTICLE 1, SECTION 24 OF THE FLORIDA CONSTITUTION AND FLORIDA RULE OF JUDICIAL ADMINISTRATION 2.420, GOVERNING PUBLIC ACCESS TO JUDICIAL BRANCH RECORDS.

**BATTERERS' INTERVENTION PROGRAM ("BIP")
SERVICE PROVIDER APPLICATION
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DOMESTIC VIOLENCE DIVISION**

I, _____ (Authorized Representative's Name), being duly sworn, hereby certify, swear and/or affirm that the following information is true and correct:

1. I am over 18 years of age, having full legal rights or capacity, and am otherwise competent to make this Affidavit.
2. I make this Affidavit based upon my personal knowledge.
3. I am the _____
(Title or Position) of _____
(Legal Name of Batterers' Intervention Program Service Provider)
4. I have the authority to act on behalf of and to bind the Batterers' Intervention Program Service Provider.
5. The Batterers' Intervention Program Service Provider provides a batterer's intervention program 29-week course for individuals who have been ordered to attend a batterer's intervention program by the Court in accordance with section 741.325, Florida Statutes (2020).
6. Except in cases of actual conflict of interest, the Batterers' Intervention Program Service Provider will not reject a referral on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status. In providing services, the Batterers' Intervention Program Service Provider will comply with the Americans with Disabilities Act and provide reasonable accommodations for disabled participants.
7. The Batterers' Intervention Program Service Provider currently and will continue to satisfy the Minimum Certification Standards set forth by the Eleventh Judicial Circuit("Circuit" or "Court") for BIP, in order to be included on the Eleventh Judicial Circuit's list of approved providers.
8. The Circuit and/or a designated BIP Monitoring Agency may audit the Batterers' Intervention Program Service Provider's 29-week course as necessary to ensure compliance. The Batterers' Intervention Program Service Provider understands that such audit may include a survey of participants of the BIP, observation of actual program classes, and/or written or verbal requests for additional information. The Batterers' Intervention Program Service Provider will fully cooperate with any efforts to conduct such audit and understands that failure to comply with these audit requirements and procedures may result in immediate removal from the Eleventh Judicial Circuit's approved provider list.

**BATTERERS' INTERVENTION PROGRAM ("BIP")
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9. Batterers' Intervention Program Service Provider has and will continue to maintain at least one physical place of business in Miami-Dade County, and will provide the Circuit with a list of all locations using the form attached to this Application as Exhibit "D."
10. Batterers' Intervention Program Service Provider acknowledges that pursuant to section 741.325, Florida Statutes, when the Court orders a Respondent to participate in a BIP, the Court, or any entity designated by the Court, must provide the Respondent with a list of Batterers' Intervention Program Service Providers from which the Respondent must choose a program in which to participate. The Batterers' Intervention Program Service Provider, through its authorized representative, is submitting this Affidavit in order to be considered for placement on the Eleventh Judicial Circuit's List of approved providers.
11. The Batterers' Intervention Program Service Provider represents that it meets each of the following requirements under Florida Statute 741.325:
 - A. The primary purpose of the program is victim safety and the safety of children, if present.
 - B. The Batterer is held accountable for acts of domestic violence.
 - C. The program is at least 29 weeks in length and includes 24 weekly sessions, plus appropriate intake, assessment, and orientation programming.
 - D. The program content is based on the psychoeducational model that addresses tactics of power and control by one person over another.
 - E. The program is funded by a sliding scale user fee that is paid by the Batterers who attend the program, which allows them to take responsibility for their acts of violence. An exception is made for local, state, or federal programs that fund BIP in whole or in part.
12. The program meets the Batterers' Intervention Program Service Provider Minimum Certification Standards. (See "Exhibit A"). The Batterers' Intervention Program will comply with the BIP Service Provider Standards for Monitoring. (See "Exhibit B"). The program will comply with the Batterers' Intervention Program Service Provider Fee Schedule. (See "Exhibit C").
13. It is the Batterers' Intervention Program Service Provider's responsibility to IMMEDIATELY notify the Circuit if the Batterers' Intervention Program Service Provider no longer meets any of the statutory requirements, at which time the Batterers' Intervention Program Service Provider's name will be immediately removed from the Circuit's list of approved providers.

**BATTERERS' INTERVENTION PROGRAM ("BIP")
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14. Batterers' Intervention Program Service Provider's failure to notify the Court when the entity is no longer in compliance with the statute may constitute fraud for which the Batterers' Intervention Program Service Provider may be subject to liability.
15. I understand that if I am no longer employed by or represent the Batterers' Intervention Program Service Provider, I or the company must contact the Court immediately. A new affidavit by the new legal representative will be required for the Batterers' Intervention Program Service Provider to remain on the list of eligible providers.
16. The Batterers' Intervention Program Service Provider understands that inclusion on the Eleventh Judicial Circuit's approved provider list may be rescinded by the Chief Judge or Administrative Judge of the Domestic Violence Division of the Eleventh Judicial Circuit at will.
17. Batterers' Intervention Program Service Provider acknowledges that submission of this Application does not guarantee placement on the Eleventh Judicial Circuit's approved provider list.

ATTESTATION

I swear/affirm that the information supplied on this Application and all documents provided are correct, that to the best of my knowledge that the Applicant is qualified to provide services as a BIP.

Batterers' Intervention Program Service Provider will provide written notification to the Eleventh Judicial Circuit of Florida or its designee(s) of any changes relating to the following **within ten (10) days of any such event**: (a) address; (b) legal name; (c) any criminal conviction of any officer, director, or personnel; (d) or status of any requisite professional license or certification which is currently held by any officer, director, or personnel.

Batterers' Intervention Program Service Provider acknowledges that any omissions, falsifications, misstatements or misrepresentations of the information provided in this Application, or information required to be subsequently provided, may be grounds for disqualification or dismissal as a BIP service provider.

**BATTERERS' INTERVENTION PROGRAM ("BIP")
SERVICE PROVIDER APPLICATION
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
DOMESTIC VIOLENCE DIVISION**

I DECLARE UNDER PENALTY OR PERJURY, under the laws of the State of Florida that the statements and facts indicated in this Affidavit are true and correct.

(Name)

(Title)

(Date)

(Batterers' Intervention Program Service Provider)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before
me this

_____ day of _____, _____,
by _____

(Name of Person Making the Statement).

NOTARY PUBLIC

(Print, Type, or Stamp Commissioned
Name of the Notary Public)

☐ Personally Known

or

☐ Produced Identification

Type of Identification Produced: ☐ Driver's License: _____ ☐ Other:

**BATTERERS' INTERVENTION PROGRAM ("BIP")
SERVICE PROVIDER APPLICATION
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
DOMESTIC VIOLENCE DIVISION**

EXHIBIT A

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

To be approved as a Batters' Intervention Program Service Provider for the Eleventh Judicial Circuit of Florida ("Circuit"), the following minimum certification standards as set forth herein must be met and complied with:

1. **Community Collaboration and Coordination.** Approved Batters' Intervention Program Service Providers must coordinate their efforts within a coordinated community-based response to domestic violence. Specifically, each the Batters' Intervention Program Service 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. Batters' Intervention Program Service Providers must demonstrate evidence of their working relationships with these organizations. In addition, Batters' Intervention Program Service Providers are expected to participate in community meetings and taskforces that collaborate around the issue of domestic violence. All Batters' Intervention Program Service Providers must become members and demonstrate participation in the Domestic Violence Coordinating Council and the Domestic Violence and Sexual Assault Council of Greater Miami. Batters' Intervention Program Service 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 Batters' Intervention Program Service Provider.
2. **Officers and Personnel.**
 - a. The Batters' Intervention Program Service Provider must have zero tolerance for domestic violence on the part of their officers and employees. The Batters' Intervention Program Service 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. Upon being designated as an officer, hired as an employee, or contracted to provide services by a Batters' Intervention Program Service Provider, such officer, employee, or contractor shall be required to undergo a security background

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investigation as a condition of being an officer, employee or contractor, respectively. Thereafter, the background investigations shall be conducted annually. Such background investigations shall be a level 1 screening as defined in Section 435.03, Florida Statutes and conducted at the expense of the Provider.

- c. All officers and direct service personnel employed or contracted by a Battereders' Intervention Program Service Provider shall complete annually, as a condition of employment and continued employment, the Affidavit of Good Moral Character (to be attached).
- d. Without the prior written approval of the BIP Monitoring Agency, based upon a written request from the Battereders' Intervention Program Service Provider for an exception to the prohibition set forth herein, a Battereders' Intervention Program Service 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., regardless of licensure.

If the background investigation of officer or any direct service personnel includes a criminal offense that is not enumerated in the Affidavit of Good Moral Character, the Battereders' Intervention Program Service Provider shall advise the BIP Monitoring Agency and/or the Court in writing of such offense for approval.

If there is an approval 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 Battereders' Intervention Program Service Provider for the officer and/or direct service personnel.

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- e. A Batterers' Intervention Program Service 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 Batterers' Intervention Program Service 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 of the Batterers' Intervention Program Service Provider's knowledge of the disposition of the disqualifying offense.
 - g. Batterers' Intervention Program Service Provider shall notify the BIP Monitoring Agency, in writing, of any replacements in direct service personnel and forward copies of their credentials at the time of assignment.
3. **Facilitator Qualifications.** A facilitator employed or contracted by a Batterers' Intervention Program Service 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 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 a BIP;
 - 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 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.

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4. **Assessor Qualifications.** All assessors shall meet the following minimum educational, experiential and training requirements:
- a. Minimum of a master's degree in a social science field and two (2) years of clinical experience;
 - b. Completion of twenty-one (21) hours of training on the power and control model of intervention, or other models of intervention; and
 - c. Completion of twelve (12) hours of additional training on domestic violence issues which shall include:
 - i. Eight (8) hours of training on the relationship of substance abuse to domestic violence by trainers; and
 - ii. Four (4) hours of court attendance during domestic violence court hearings.
5. **Professional Development.** Each facilitator and assessor 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 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, risk and needs assessment, 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 with the Batterers' Intervention Program Service Provider. Documentation in the BIP Monitoring Agency file will be available for review by the Court.

6. **Fees.**
- a. Batterers' Intervention Program Service Provider shall be self-supporting and funded with fees from the BIP participants as payment for intervention. The Batterers' Intervention Program Service Provider shall comply with the established method of payment for BIP fees and provisions to accept indigent clients into the BIP. Batterers' Intervention Program Service Provider shall not collect from a participant any portion of the BIP fee that is exempted under Florida law.
 - b. The Batterer shall not be allowed to participate in the BIP or be formally assessed until payments of the appropriate fees are made.

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7. Intake/Enrollment.

- a. A list of Batterers' Intervention Program Service Providers compiled and updated by the Court will be provided to the Batterer by the BIP Monitoring Agency. 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 BIP Contract.
- b. The Batterers' Intervention Program Service 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 Batterers' Intervention Program Service 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.

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9. Group Sessions.

- a. The Battereders' Intervention Program Service 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 Battereders' Intervention Program Service 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 Battereders' Intervention Program Service Provider shall accept new members into the group on an ongoing basis.
- e. The Battereders' Intervention Program Service Provider shall ensure that all participants in the group are the same gender.
- f. If the Battereders' Intervention Program Service Provider conducts a non-English speaking group, the facilitator of the group shall be fluent in that language.
- g. The Battereders' Intervention Program 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 Battereders' Intervention Program 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.
- h. The Battereders' Intervention Program Service Provider shall ensure weekly group sessions are not suspended or cancelled for a period of more than one (1) week. Group sessions may be provided via audio/video telecommunication equipment, if required to meet the needs of the participants and to avoid any interruption in services.

10. Attendance

- a. Battereders will be required to maintain regular attendance at BIP group sessions.
- b. Battereders' Intervention Program Service Providers shall terminate a person with 3 consecutive absences or 5 total absences.

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- c. In cases where the absences are excused but total amount of absences reach the number of 5, the provider will notify the BIP Monitoring Agency of the dates missed and justification of excusal for any participant.

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 an 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 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 BIP Monitoring Agency, and the outgoing and incoming BIP directors. Each participant requesting transfer of credit must obtain a letter of referral from the previous Batterers' Intervention Program Service Provider and present it to the new Batterers' Intervention Program Service Provider 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 Batterers' Intervention Program Service 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 (10th) day of the subsequent month after discharge.

12. Record Keeping and Reporting Requirements.

- a. **General Requirements.** The Batterers' Intervention Program Service Provider shall maintain complete and accurate records regarding the BIP, personnel and BIP participants at the Batterers' Intervention Program Service Provider's office. Records

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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.

- b. **Personnel Records.** The Battereders' Intervention Program Service Provider shall maintain complete and accurate records on each direct service staff employed or contracted by Battereders' Intervention Program Service 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 Battereders' Intervention Program Service Provider'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 Circuit or the BIP Monitoring Agency.
- c. **BIP Participant Records.** The Battereders' Intervention Program Service 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;

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- 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 court-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.

d. 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.

e. Public Records Access

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- i. In accordance with Article I, Section 24 of the Florida Constitution and Rule 2.420, Florida Rules of Judicial Administration, upon request from the Court, Batters' Intervention Program Service Provider must provide the Court with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time and at a cost not to exceed the amount permitted by law. Batters' Intervention Program Service Provider must cooperate with the Circuit regarding the review and redaction of records in response to a public records request. Further, Batters' Intervention Program Service Provider must maintain the confidentiality of any records that are exempt from disclosure pursuant to Rule 2.420, Florida Rules of Judicial Administration or the Florida Constitution.
- ii. IF BATTERERS' INTERVENTION PROGRAM SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF ARTICLE I, SECTION 24 OF THE FLORIDA CONSTITUTION, THE FLORIDA RULES OF JUDICIAL ADMINISTRATION, OR CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OFFICE OF THE GENERAL COUNSEL:

Patricia Gladson, Esq.
General Counsel
Eleventh Judicial Circuit
175 N.W. 1st Street, Suite 3033
Miami, Florida 33128
Phone: 305-349-7165
Email: pgladson@jud11.flcourts.org

13. **Health Insurance Portability and Accountability (HIPPA).** Where applicable, Batters' Intervention Program Service 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 Batters' Intervention Program Service Provider will be electronic. Batters' Intervention Program Service 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. Batters' Intervention Program Service Provider shall

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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. Batterers' Intervention Program Service 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. Acceptance of Indigent Participants Policy and Procedure;
 - vii. Non-discrimination Policy;
 - viii. Accessibility to Persons with Disabilities Policy and Procedure;
 - ix. Duty to Warn and Reporting of Criminal Behavior Policy and Procedure;
 - x. Reporting of Enrollment and Discharge Information to Referral Source and Probation and Parole, if applicable; and
 - xi. 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. Batterers' Intervention Program Service 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, Batterers' Intervention Program Service Provider, upon request,

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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.

ACKNOWLEDGEMENT

I, _____ (Authorized Representative's Name), representing
_____ (Legal Name of Battersers' Intervention Program Service
Provider), as _____ (Title or Position), affirm that I have met the
Minimum Certification Standards to be placed on the Eleventh Judicial Circuit's list of approved
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(Signature)

(Date)

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EXHIBIT B

**BATTERERS' INTERVENTION PROGRAM SERVICE PROVIDER
STANDARDS FOR MONITORING**

The following Standards for Monitoring Batterers' Intervention Program Service Providers will be followed by the BIP Monitoring Agency:

1. The authorized BIP Monitoring Agency staff will conduct monitoring of Batterers' Intervention Program Service Provider to ensure compliance of the terms and conditions of the BIP Service Provider Application and attached affidavits and the BIP Service Provider Minimum Certification Standards as set forth in Exhibit A to the BIP Application.
2. Batterers' Intervention Program 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 Batterers' Intervention Program Service Provider's compliance with the BIP Minimum Certification Standards. On-site monitoring of a Batterers' Intervention Program Service Provider will include observation of group activity. The observation of groups may be unannounced.
4. Desktop review monitoring will require the Batterers' Intervention Program Service Provider to submit documentation to the BIP Monitoring Agency pertinent to the Batterers' Intervention Program Service Provider's compliance with the BIP Minimum Certification Standards.
5. Within sixty (60) days after the On-site or Desktop Review monitoring, the Batterers' Intervention Program Service Provider will receive a written report from the BIP Monitoring Agency indicating whether or not the terms and conditions of the BIP Minimum Certification Standards have been met.
6. If the written report indicates that the Batterers' Intervention Program Service Provider has violated or otherwise does not meet the terms and conditions of the BIP Minimum Certification 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 removal from the Circuit's BIP Approved Provider List, 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 Batterers' Intervention Program Service

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Provider's reasonable control. However, the Battereders' Intervention Program Service Provider will be removed from the Circuit's BIP Provider List immediately without allowing a corrective plan in cases of recurring violations.

8. A Battereders' Intervention Program Service Provider who is removed from the Circuit's BIP Approved Provider List for recurring violations or failure to complete a corrective action may not request to be included in the list for a period of one (1) year from the date of removal.

ACKNOWLEDGEMENT

I, _____ (Authorized Representative's Name), representing
_____ (Legal Name of Battereders' Intervention Program
Provider), as _____ (Title or Position), affirm that I will comply
with the Standards for Monitoring to be placed on the Eleventh Judicial Circuit's List of Approved
BIP providers.

(Signature)

(Date)

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EXHIBIT C

**BATTERERS' INTERVENTION PROGRAM SERVICE PROVIDER
FEE SCHEDULE**

<u>ANNUAL INCOME</u>	<u>FEE PER GROUP SESSION</u>
\$0- \$10,999.00	\$10.00
\$11,000 -\$20,999	\$20.00
\$21,000- \$30,999	\$30.00
\$31,000- \$40,999	\$40.00
\$41,000 and above	\$50.00

ACKNOWLEDGEMENT

I, _____ (Authorized Representative's Name), representing
_____ (Legal Name of Batters' Intervention Program Service
Provider), as _____ (Title or Position), affirm that I agree to the
Sliding Fee Schedule to be placed on the Eleventh Judicial Circuit's List of Approved BIP
providers.

(Signature)

(Date)

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EXHIBIT D

*Please provide the following information regarding Batterers' Intervention Program Service
Provider's locations:*

_____ (address)	_____ (city)	_____ (state)	_____ (zip code)
_____ (telephone number)	_____ (fax number)	_____ (email address)	

Other locations, if any:

_____ (address)	_____ (city)	_____ (state)	_____ (zip code)
_____ (telephone number)	_____ (fax number)	_____ (email address)	

Other locations, if any:

_____ (address)	_____ (city)	_____ (state)	_____ (zip code)
_____ (telephone number)	_____ (fax number)	_____ (email address)	

Other locations, if any:

_____ (address)	_____ (city)	_____ (state)	_____ (zip code)
_____ (telephone number)	_____ (fax number)	_____ (email address)	

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EXHIBIT E

REPORTS

Selected Battereders' Intervention Program Service Providers will be required to provide reports as indicated below:

REPORTS			
ID #	TITLE	DESCRIPTION	DUE
1.	Enrollment Forms	Submit the participant's completed enrollment form to the BIP Monitoring Agency.	Due on the 10th of the month for enrollments in the previous month.
2.	Monthly Reports	<p>Battereders' Intervention Program Service Provider shall provide the BIP Monitoring Agency, with a copy to the State Attorney's Office ("SAO"), and to the Court (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:</p> <ul style="list-style-type: none"> 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 <p>Progress report as to the extent the BIP Participant is making progress in treatment</p>	Monthly (Date TBD)
3.	Annual Evaluation	Battereders' Intervention Program Service Provider shall identify a list comprised of a minimum of	Annually commencing (TBD).

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		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 for review and evaluation for recidivism.	
4.	Termination Report	<p>Batterers' Intervention Program 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:</p> <p style="padding-left: 40px;">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.).</p> <p style="padding-left: 40px;">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.</p>	Commencing with the first quarter after the publication of the approved list and every quarter thereafter, within ten (10) days after the end each quarter.
5.	Miscellaneous Reports	Batterers' Intervention Program Service Provider shall provide other reports as may be requested during the period when Batterers' Intervention Program Service Provider is on the court-approved list.	As requested,

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SUPPORTING DOCUMENTATION CHECKLIST

In order to be included on the Eleventh Judicial Circuit's list of Batterers' Intervention Program Service Providers such program *must* provide to BIP Provider List c/o Domestic Violence Division, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 1540, Miami, Florida 33128, the following documents for review and consideration:

_____	Batterers' Intervention Program Service Provider Minimum Certification Standards Acknowledgment (<i>See "Exhibit A"</i>)
_____	Batterers' Intervention Program Service Provider Standards for Monitoring Acknowledgement (<i>See "Exhibit B"</i>)
_____	Batterers' Intervention Program Service Provider Fee Schedule Acknowledgement (<i>See "Exhibit C"</i>)
_____	Current Professional Licenses and Certifications of All Officers, Directors, and Personnel Who Will Provide Services
_____	Resume or Curriculum Vitae of Officers, Directors, and Personnel, Reflecting a Minimum of Three (3) Years Post-Licensure or Post-Certification Practice Relative to Batterers' Intervention Programs
_____	Operating Policies and Procedures Manual
_____	Batterers' Intervention Program Schedule
_____	Batterers' Intervention Program Course Syllabi
_____	Batterers' Intervention Program Sliding Fee Schedule
_____	Financial Information
_____	Authorization to Investigate and Release of Information
_____	Proof of insurance
_____	References

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 Batterers' Intervention Program Service Providers.

2.2 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 the County and, if Contractor is found in violation of the prohibition and rules on favoritism in referrals, said contract with Contractor entered into as a result of this solicitation may be deemed void.

2.2.1 Misdemeanor Probation Services:

The Contractor shall:

1. 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 the Court and the County with 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. Ensure that Probation Officers meet the minimum qualifications for employment set forth in section 943.13, Florida Statutes.
4. Access the criminal history of the Defendants through programs like the Criminal Justice Information System or the Florida Comprehensive Case Information System.
5. Assign and make available qualified individuals to handle the administrative role of liaison between the Contractor and any number of Courts sentencing Probation. The liaison shall be responsible for reporting to the Court on the status of a Probationer's progress, any issues of non-compliance, etc. The Batterers' Intervention Program Service Providers' liaison shall also be responsible for the initial intake once a Defendant is sentenced to Probation. The Contractor will manage an estimate of two hundred newly assigned cases per month. This is an estimate only and neither the County nor the Court will have any liabilities or obligations as a result of this estimate.
6. Assign a maximum Probation Officer-to-client (Probationer(s)) ratio of 1-to-110 for all Projects.
7. Maintain case records in non-electronic and/or electronic format of each Probationer and retain such records for five (5) years.
8. 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 shall 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.
 - a. Probationer's name and address
 - b. Court case number
 - c. Charge description

- d. Sentence date
 - e. Sentencing Judge
 - f. Duration of ordered Probation
 - g. Probation Officer
 - h. Last date of contact
 - i. Probationers that will have Probation sentences completed
 - j. Fines and costs imposed, paid, and due
 - k. Total Probation fee (monthly rate x months sentenced to Probation)
 - l. Total Probation fee collected
 - m. Total Probation fee balance
9. Provide the Chief Judge with a quarterly report summarizing the number of offenders supervised by the private entity, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. All records of the entity must be open to inspection upon the request of the county, the court, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.
10. Register with the board of county commissioners in the county in which the services are offered. The entity shall provide the following information for each program it operates:
- (a) The length of time the program has been operating in the county.
 - (b) A list of the staff and a summary of their qualifications.
 - (c) A summary of the types of services that are offered under the program.
 - (d) The fees the entity charges for court-ordered services and its procedures, if any, for handling indigent offenders.
11. Ensure that services are provided to non-English speaking persons by staff who are fluent in the applicable language or through the use of interpreters who are duly qualified to interpret and do not have a familiar or personal relationship with the Probationer.
12. Follow-up and enforce all special conditions of Probation in accordance with sections 948.03 and 948.039, 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.
13. 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.
14. Schedule a minimum of one (1) monthly face-to-face between 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 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 of the arrest. If it is a Domestic Violence Defendant that has been arrested for another Domestic Violence crime, the arrest affidavit must be filed within one (1) business day of the arrest.

15. 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:
 - a. The direct violation of a Court-ordered condition of Probation.
 - b. The re-arrest of a Probationer.
 - c. Failure of a Probationer to comply with all Probation conditions.
 - d. 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 filed with the COC within five (5) business days of the arrest to ensure the Court takes 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 of the arrest.

16. Assign one or more dedicated Probation Officers (sufficient to meet the required Probation Officer to client ratio) to work with Defendant(s) with mental illness placed on special Probation by the Court. The assigned Probation Officer(s) shall have experience and knowledge in working 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:
 - a. Name/number of Probationers ordered by the Court to receive mental health treatment and services in the community.
 - b. Type of treatments and services provided to Probationers.
 - c. Name of facility to which Probationers are referred.
17. 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.
18. 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 information at a minimum:
 - a. Court case number
 - b. Defendant name
 - c. Type of collection (restitution, restitution fee, fine/court costs).
 - d. Amount of collection (restitution, restitution fee, etc.)
 - e. Date of collection and distribution
 - f. 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.

19. 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.
20. Be responsible for insufficient fund checks and chargebacks. The COC will not give refunds for insufficient funds, chargebacks or overpayment directly to the Probationers.
21. 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.
22. 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.
23. Provide the following minimum internal control procedures:
 - a. Use pre-numbered receipts for the probationers and required supporting documentation.
 - b. Use an automated accounting system in conformity with generally accepted accounting standards.
 - c. Perform daily reconciliation of receipts and distributions.
 - d. 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.
 - e. Have designated personnel to accept payments.
24. 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:
 - a. Name and number of Probationers ordered by the Court to seek employment.
 - b. Number of individuals who were placed into employment.
 - c. Details regarding placement services provided.
 - d. Report to Court on Probationer's compliance.
25. 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.
26. 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:
 - a. Mental illness
 - b. Sex Offender/Predators
 - c. Job placement services

d. Delinquency or revocation hearings

27. 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.)
28. 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.
29. 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.
30. 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 Clerk of the Court.. A person's indigent status will be determined upon completion of an application to the Clerk of the Court in accordance with section 27.52, Florida Statutes.
31. Encourage unemployed Probationers to improve their employability by recommending and assisting Probationer's in seeking further schooling or job/technical training.
32. 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.
33. 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.
34. 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.

2.2.2 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, monitor the Batterers' Intervention Program Service Providers to ensure the services and record keeping of each is in compliance with the requirements set forth in the Court's Batterers' Intervention Program Service Provider Application, and act as the liaison between the Court and the Court-approved Batterers' Intervention Service Providers regarding the treatment being afforded to Defendants/Respondents.

- 2.2.2.1 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. The Assessment should indicate if any additional treatment should be concurrent with the

BIP services or be administered prior to the initiation of BIP services. After such Assessment, the Contractor shall provide to the Defendant/Respondent the list of Batterers' Intervention Program Service Providers, who are Court-approved, from which the Defendant/Respondent will select one for the purpose of receiving such services.

The Contractor shall document and maintain the Assessments (non-electronic and/or electronic) performed on all Defendants/Respondents 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.

2.2.2.2 Monitoring Agency Services, in accordance with the Batterers' Intervention Program Service Provider standards for monitoring, included in the Batterers' Intervention Program Service Provider Application, attached hereto as Appendix "B," the Contractor shall monitor the administrative and programmatic components of Batterers Intervention Program Service Providers to ensure compliance with standards set forth in the Application and ensure that all requirements have been met. These services shall include but are not limited to:

- a. Conducting On-Site Monitoring and Desktop Monitoring of the records and documentation, as well as observance of group activities of all Batterers' Intervention Program Service Providers, on a regular basis. Monitoring of the Batterers' Intervention Program Service Providers may occur at any time by the Monitoring agency.
- b. Scheduling meetings with Batterers' Intervention Program Service Providers as needed to addresses outstanding issues or concerns and corrective actions that need to be implemented.
- c. Preparing Monitoring Reports.
- d. Outlining in the Monitoring report the necessary corrective action(s) for any Batterers' Intervention Program Service Provider that has violated or failed to meet the terms and conditions of the BIPP agreement.
- e. Providing both the Court and the Batterers' Intervention Program Service Providers a copy of the Monitoring report.
- f. Diligently monitoring, evaluating, and ensuring that the therapeutic services and treatment being furnished by the Batterers' Intervention Program Service Providers are effective and that they are adhering to all their contractual obligations that they are bound by.
- g. Reviewing and maintaining the monthly reports provided by the Batterers' Intervention Program Service Providers containing the information enumerated in the Batterers' Intervention Program Service Provider Application.
- h. Abiding by and enforcing all the policies and procedures

2.2.2.3 BIP Supervisor/Court Liaison Services. The Contractor shall supervise the Defendants/Respondent's progress in the course of their treatment with the Batterers'

Intervention Program Service Provider 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 Batterers' Intervention Program Service 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 Batterers' Intervention Program Service Providers. These services shall include but are not limited to:

- a. Maintaining 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 Batterers' Intervention Program Service Provider may have with the Defendant/Respondent.
- b. 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:
 - i. Probation Violation Hearings
 - ii. Judicial Review Calendars
 - iii. Domestic violence Drug Court
 - iv. Civil Compliance
 - v. Civil Contempt
 - vi. Indirect Criminal Contempt
- c. Notifying the Court in writing (either electronic or non-electronic) of any noncompliance by Defendants/Respondents regarding Court-ordered BIP treatment as reported by the Batterers' Intervention Program Service Providers within five (5) business days of said noncompliance.
- d. Notifying the Court in writing (either electronic or non-electronic) when a Batterers' Intervention Program Service Provider has discharged a Defendant/Respondent for any discharge criteria as listed in Appendix B, paragraph 11, Discharge Criteria within five (5) business days of said discharge.
- e. Scheduling meetings with Batterers' Intervention Program Service Providers and the Court as needed to address outstanding issues or concerns, and corrective actions that need to be implemented.
- f. Attending meetings and serving as members of subcommittees to assist the court on projects (e.g., DV Drug Court, Assessment tools).

2.3 Contractor Employee Qualification and Training

2.3.1 In order to provide Misdemeanor Probation Services the Contractor shall:

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

- 1) Educational credentials indicating that the Probation Officers provided by the Contractor have, at a minimum, a bachelor's degree; and
- 2) 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.

2.3.2 In order to provide Assessments for the BIP the Contractor shall 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 instructors who include but are not limited to lawyers, social workers, mental health professionals, and doctors familiar with the power and control model of intervention, or other models of intervention.
- c) Completion of twelve hours of additional training in combination with the training in 2.3.2 (b) 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.

2.4 **Contractor Service Locations and Hours of Operation**

The Contractor shall 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, Monday through Friday for all intakes and reports. Additionally, the Contractor shall have either extended or flexible hours for groups, classes and assessments. A list of these locations will be provided to the Court 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.

2.5 **Additional Requirement**

Provide adequate office space, equipment and supplies sufficient to provide services as requested herein. In addition, the Contractor shall at a minimum, provide at least two (2) computer terminals at each service location for use by the Probationers and Defendants/Respondents to comply with any Court-Ordered web based programs.

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 any contract, to ensure space is adequate to provide the services required.

2.6 **Contractor Fee Payment Schedule**

The following fees are required to be paid by Defendant/Respondent to the Contractor depending on the type of service being administered. The Contractor shall maintain the fee rates firm and fixed throughout the term of the contract. Any request for changes in rates shall be submitted to the Chief Judge in writing and shall be subject to negotiations, and the County and/or Chief Judge reserves the right to accept/reject the request, in the best interest of the County. The Contractor may waive or reduce fees for any type of public assistance. The inability of a Defendant/Respondent to pay shall never be a reason for refusal of services to a Court

ordered program. The Contractor shall look solely to the individual Defendant/Respondent for fee payment and not to the County, Courts, or COC.

Service	Frequency	Term 1-5
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	\$15.00
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 Mothers Against Drunk Drivers
Assessment for Probationers and BIP Offenders/Respondents	Per Assessment	\$50.00
BIP Monitoring	One Time Fee - 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.**

2.7 **Optional Service - Automated Data Exchange Interface System**

The County may consider the implementation of an automated data exchange interface system during the term of the contract. The Contractor will 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 service: 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 designed 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

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.