

Memorandum



Date: May 6, 2025

Agenda Item No. 8(N)(3)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Resolution No. R-429-25

Subject: Agreements for the Coordination of Transportation Disadvantaged Services with
Multiple Nonprofits

Executive Summary

The Department of Transportation and Public Works (DTPW), on an annual basis, must complete new Coordination and Fare Agreements with nonprofit agencies for the purpose of providing transportation to disadvantaged persons. Approval of these agreements has a minimal fiscal impact to the County (i.e., two months of staff time to prepare agreements, collecting the required data and coordinating with the agencies). The agreements are valid for only one year.

Recommendation

It is recommended that the Board approve Coordination and Fare Agreements between Miami-Dade County, as the Community Transportation Coordinator (CTC), and multiple nonprofit entities (see attached table setting forth the Service Providers) for a one-year term to facilitate the provision of coordinated transit services for the transportation disadvantaged.

Scope

The impact of providing transportation services to disadvantaged persons by the nonprofit entities is countywide.

Fiscal Impact/Funding Source

There is a minimal fiscal impact to the County. Estimated staff time of two months is required to coordinate with the nonprofit agencies to obtain and review the signed agreements and collect the required operating data.

Track Record/Monitor

DTPW, as the Board-designated department appointed to fulfill the Community Transportation Coordinator's requirements, has entered into these agreements with nonprofit agencies to comply with state requirements for more than 30 years. DTPW Project Manager, Mia Marin, will work with both the Florida Department of Transportation (FDOT) District 6

and the Miami-Dade Transportation Planning Organization (TPO) Project Managers to oversee the agencies' compliance with the agreements.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor's designee to execute the agreements with the named entities and receive and expend these and any additional funds should they become available.

Background

Through Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code, the TPO designates the Board as the Community Transportation Coordinator (CTC) for Miami-Dade County for a five-year period. The Board has assigned DTPW to carry out the requirements of the CTC for the County's Transportation Disadvantaged Program, which services the elderly, disabled, children-at-risk, and economically-disadvantaged.

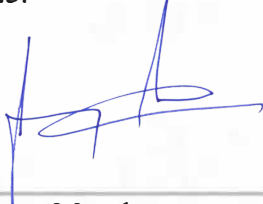
The Local Coordinating Board (LCB) is the advisory body to the Florida Commission for the Transportation Disadvantaged (CTD), the state agency that implements Chapter 427 of the Florida Statutes and Rule 41-2. The agreements have been submitted and reviewed by the LCB, which advises and evaluates the CTC.

In accordance with Chapter 427, Florida Statutes, the CTC is required to enter into these coordination agreements with other agencies that transport the disadvantaged in Miami-Dade County. In addition, the Federal Transit Administration (FTA) Section 49 U.S.C. 5310 Grant Program requires that recipients of vehicles administered by FDOT, through the Section 5310 Grant Program, be part of a coordinated transportation system by entering into an agreement with the CTC. Participating nonprofit agencies use the FTA 5310 funding to purchase vehicles and/or operate vehicles. In Miami-Dade County, private nonprofit agencies receiving these vehicles transport their clients at no cost to the County. This service reduces the need for the County to provide paratransit trips for the transportation disadvantaged population. Without these agreements in place, the nonprofit organizations would not be eligible for the FTA 5310 funding.

The agreements include the cost per trip as well as service requirements and standards that must be adhered to by all transportation service providers who transport disadvantaged individuals as part of a coordinated transportation system. Ultimately, the agencies work together to coordinate, utilize, and maximize the use of existing transportation resources to provide transportation to disadvantaged populations in a cost-effective manner.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page 3

Attached to the resolution is a sample representative agreement between the County and a nonprofit agency. These agreements are all similar in format and contain standard language detailing the service provider's business hours, insurance requirements, and transportation services provided. The effective date of the agreements is July 1, 2024, through June 30, 2025.



Jimmy Morales
Chief Operating Officer

Coordination and Fare Agreement Service Provider Listing	
Agency	Address
Better Way of Miami, Inc.	800 NW 28 th Street, Miami, FL 33127
Borinquen Health Care Center, Inc.	3601 NE 4th Ct, Miami, FL 33137
Camillus House, Inc.	1603 NW 7 th Avenue, Miami, FL 33136
Community Health of S. Fla (CHI)	10300 SW 216th St., Miami, FL 33190
Citrus Health Network, Inc.	4175 West 20 Avenue Hialeah, FL 33012
CMB Visions	16201 SW 95 Avenue, Suite 309, Miami, FL 33157
Community Health of S. Fla.	10300 SW 216 th Street, Miami, FL 33190
Concept Health Systems, Inc. aka Concept House	162 NE 49th Street, Miami, FL 33137
DEEDCO	105 SE 12 th Ave, Miami, FL 33030
Empowering Youth	1031 Ives Dairy Road Suite 228 Miami, FL 33179
Family Resource Center of South Florida, Inc.	1393 SW 1 st St, Miami, FL 33135
<i>Psycho-Social Rehabilitation Center, Inc. aka Fellowship House</i>	5711 S. Dixie Hwy. S. Miami, FL 33143
Florida PACE Centers, Inc. (affiliated with Miami Jewish Health Systems)	5200 NE 2 nd Avenue, Miami, FL 33137
Fresh Start	18441 NW 2 nd Ave, Miami Gardens, FL 33169
City of Hialeah Gardens	10001 NW 87 th Ave, Hialeah Gardens, FL 33016
Hialeah Housing Authority	75 East 6 th Street, Hialeah, FL 33010
Hialeah-Miami Springs Rotary Charitable Foundation, Inc./City of Miami Springs	Miami Springs Senior Center, 343 Payne Drive, Miami Springs, FL 33166
Jesse Trice Community Health Center, Inc.	5361 NW 22 Ave, Miami, FL 33142
Jewish Community Services of South Florida, Inc.	833, 6 th Street Miami Beach, FL 33161
Miami Learning Experience School	5651 SW 82 nd Ave, Miami, FL 33143
MACtown, Inc.	6250 NE 1sr Place Miami, FL 33138
Miami Bridge Youth and Family Services, Inc.	2810 NW S. River Dr. Miami, FL 33125

Coordination and Fare Agreement Service Provider Listing	
Agency	Address
New Starts	657 NE 125 th St, North Miami, FL 33161
North Miami	620 NE 127 th Street, North Miami, FL 33161
Prosperity Social & Comm Dev.	1175 NE 125th St, Miami, FL 33161
Sunrise Community	9040 Sunset Drive, Suite F, Miami, FL 33173
Sundari Foundation (Lotus House)	217 NW 15 th Street Miami, FL 33136
University of Miami, Mailman Center for Child Development (Debbie School) aka Debbie Institute	1601 NW 12 th Avenue, Miami, FL 33136
University of Miami, Perinatal C.A.R.E. Program	1120 NW 14 Street, Suite 1252, Miami, FL 33136



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: May 6, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

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 ____, majority plus one ____, 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) ____, 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(N)(3)
5-6-25

RESOLUTION NO. R-429-25

RESOLUTION APPROVING AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH CERTAIN AGENCIES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXECUTE ANY ADDITIONAL AGREEMENTS FOR 2024-2025 PROGRAM TERM WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTATION DISADVANTAGED SERVICES, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board: (a) approves agreements between Miami-Dade County and the following agencies in substantially the form attached hereto and incorporated herein: Better Way of Miami, Inc.; Borinquen Health Care Center; Camillus House, Inc.; Citrus Health Network; City of Hialeah Gardens; CMB Visions; Community Health of S. Fla; Concept Health Systems; Deedco; Empowering Youth, Inc.; Family Resource Center; Fellowship House; Florida PACE Centers (Miami Jewish Health Systems); Fresh Start, Inc.; Hermano De La Calle; Hialeah Housing Authority; Hialeah Miami-Springs Rotary; Jessie Trice Community Health Center; Jewish Community Services of South Florida; Miami Learning Experience School, Inc.; MACtown, Inc. Miami Bridge Youth and Family Services, Inc.; Miami Cerebral Palsy Residential Services; Miami Jewish Home; Historic Mt. Zion Missionary Baptist Church; New Starts; North Miami; Prosperity Social & Community Development Group; Sundari Foundation, Inc.; Sunrise Community, Inc.; University of Miami Mailman Center for Child Development (Debbie School); University of Miami Perinatal Care Program;

and (b) authorizes the County Mayor or County Mayor’s designee to execute any additional agreements in substantially the form attached for the 2024-2025 program year with entities meeting program eligibility requirements for transportation disadvantaged services, and to exercise any provisions contained in such agreements.

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

	Anthony Rodriguez, Chairman	aye	
	Kionne L. McGhee, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Raquel A. Regalado	aye	Micky Steinberg	aye
District 6 - Vacant			

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of May, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK



By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

COORDINATION AND FARE AGREEMENT

THIS COORDINATION AND FARE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into as of this 1st day of July 2023 by and between **Family Resource Center of South Florida, Inc.**, a corporation organized and existing under the laws of Florida having its principal offices at **1393 SW 1st Street, Miami, FL 33135** (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, represented by **MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS** as the Community Transportation Coordinator (hereinafter referred to as the "CTC"), having its principal offices at **701 NW 1st Court, Suite 1700, Miami, Florida 33136**.

WITNESSETH:

WHEREAS, the Provider has offered to provide transportation services that shall conform to the requirements of this Agreement; and,

WHEREAS, the CTC desires to have such services performed in accordance with the terms of this Agreement; and,

WHEREAS, the CTC has entered into a Memorandum of Agreement (hereinafter referred to as "MOA") with the Florida Commission for the Transportation Disadvantaged (hereinafter referred to as the "Commission") to serve the transportation disadvantaged for the community that includes the entire area of Miami-Dade County pursuant to Florida Statute Chapter 427, and in accordance with the CTC's Transportation Disadvantaged Service Plan (hereinafter referred to as the "TDSP").

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

A. TERM OF AGREEMENT

The terms and conditions of this Agreement shall be effective from July 1, 2023 and will continue through June 30, 2024.

B. SERVICE AND FARES

The Provider shall provide the following type of transportation services:

1. The Provider's office hours and phone number by which services can be obtained are:
Monday through Friday clients can call the main number (305-374-6006) from 9:00AM-5:00PM to obtain services, or by calling their Full Case Manager.
2. The Provider's service hours and days of operation are as follows:
Services are typically offered from 5:30AM to 9:00PM Monday through Friday. In addition, provider has an on-call driver available 24 hours a day, 365 days a year.

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

\$118.34

Neither the Commission nor the CTC shall be obligated to reimburse the cost to the Provider to provide these transportation services.

4. The calculation methodology used to justify the Provider's cost is as follows (the following calculation may be used to determine cost: Total Transportation Expenses divided by Total Trips): Please include actual calculations along with the methodology to derive provider cost i.e. Total Trip Expenses divided by Total Trips: (1000) / expenses (3000) = \$3 per trip.

Total transportation expenses divided by total trips. Transportation Expenses (\$896,544) / 7,576 (trips) = \$118.34 cost per trip.

5. The Provider agrees that other entities that have executed Agreements may access transportation services at the same fare as described above. The fare described above shall be paid by each entity that has utilized transportation service. When providing transportation services to individuals of transportation disadvantaged programs, services, and organizations for compensation, the Providers shall comply with all requirements of the Code of Miami-Dade County Florida including, but not limited to Chapter 31.
6. The Provider shall provide the following transportation services (describe transportation services; avoid using the term Paratransit to describe services provided).

Provider maintains a fleet of vehicles that we use to transport children involved in the Dependency System year-round. We provide transportation for medical, educational and court needs. We typically offer services from 5:30AM to 9:00PM Monday through Friday. In addition, we have an on-call driver available 24 hours a day, 365 days a year.

C. COMPLY WITH AUDIT AND RECORD KEEPING REQUIREMENTS

The Provider shall:

1. Comply with all reporting requirements in accordance with the MOA and the CTC's TDSP.
2. Maintain a daily travel log containing the dates of operation, the number of trips, the amount of miles, and the number of clients transported each trip. The log shall also include a weekly total of one-way passenger trips, passenger trip miles, passenger hours of vehicle operation, accidents, and the number of ambulatory and non-ambulatory passengers.
3. Submit to the CTC an Annual Operating Report (AOR) detailing demographic, operational, and financial data regarding coordination activities in the designated service area on a yearly basis. This report shall be prepared on forms provided by the Commission and according to the instructions of said forms.
4. Maintain accurate records regarding insurance, driver salaries, maintenance, and repairs necessary to determine actual cost per one-way trip.

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5. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The CTC shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.

D. COMPLY WITH SAFETY REQUIREMENTS

The Provider shall:

1. Comply with Section 341.061, Florida Statutes and Rule 14-90, Florida Administrative Code, concerning System Safety; or comply with Chapter 234.051 Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
2. Comply with local, state, and federal laws, and Commission policies relating to drug testing. The Provider shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

E. INDEMNIFICATION AND INSURANCE

The Provider shall comply with the following minimum insurance requirements:

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

The Provider shall furnish to Miami-Dade Department of Transportation and Public Works, 701 NW 1st Court, Suite 1700, Miami, Florida 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.

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- B. **Commercial General Liability Insurance** in an amount not less than \$300,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

F. SAFEGUARDING INFORMATION

The Provider shall safeguard information, and require any provider of transportation disadvantaged services to safeguard information, by not using or disclosing any information concerning a user of transportation services under this Agreement except as provided by law.

G. PROTECT CIVIL RIGHTS

The Provider shall comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the CTC. The Provider shall also comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

10-12-22
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3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. The Americans with Disabilities Act of 1990, as it may be amended from time to time.
7. All other applicable laws, regulations, guidelines, and standards.

The Provider agrees that compliance with this assurance constitutes a condition of this Agreement and continued receipt of or benefit from federal financial assistance, and that it is binding upon the Provider, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided.

The Provider shall ensure that it as well as all operators, subcontractors, sub grantees, or others with whom the Provider arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

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

In the event of failure to comply, the Provider agrees that the CTC may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial compliance or administrative relief, to include assistance being terminated and further assistance being denied.

H. REQUIRING COMPLIANCE WITH THE FOLLOWING REQUIREMENTS CONCERNING DRIVERS AND VEHICLES

The Provider shall comply with the following standards:

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1. Drivers shall announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations (i.e. private-non-profit social service agencies) where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions, or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle. In accordance with the CTC's TDSP, an operator's State of Florida driver's license in the operator's possession is acceptable as a badge for operators of vehicles of agencies with coordination agreements.
2. Drivers shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist a wheelchair user up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
3. Have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner and/or heater shall be required to have two years to be in compliance as specified in Rule 41-2.
4. Utilize vehicles equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance as specified in Rule 41-2.
5. Comply with all local, state, and federal laws and regulations that apply to the transportation disadvantaged services to be provided pursuant to this Agreement.

I. COMPLY WITH OTHER REQUIREMENTS AS FOLLOWS

The Provider shall:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the CTC's TDSP.
2. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
3. Provide shelter, security, and safety of passengers at vehicle transfer points.
4. Post a local or other toll-free number for complaints or grievances inside each vehicle.

5. Provide out-of-service-area trips, when determined locally and approved by the Local Coordinating Board, except in instances where local ordinances prohibit such trips.
6. Keep the interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal, or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
7. Maintain a passenger/trip database on each rider being transported within the system.
8. Provide each rider and escort, child, or personal care attendant adequate seating for provider-sponsored transportation services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.
9. Administer first-aid assistance as provided for in the CTC's TDSP.
10. Administer Cardiopulmonary Resuscitation (CPR) assistance as provided for in the CTC's TDSP.

J. TERMINATION CONDITIONS

1. Termination without cause:

This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination for Breach:

Unless the Provider's breach is waived by the CTC in writing, the CTC may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the CTC of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the CTC's right to remedies at a law or to damages. If the Provider abandons or, before completion, ceases to perform its responsibilities under this Agreement; or for any other reason, the commencement, prosecution, or timely completion of the Agreement by the Provider is rendered improbable, infeasible, impossible, or illegal, the CTC may, by written notice to the Provider, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the CTC may terminate any or all of its obligations under this Agreement.

K. NOTICE AND CONTACT

The name and address of the Contract Manager for the CTC for this Agreement is Robert Villar, Miami-Dade Department of Transportation and Public Works, 701 NW 1st Court, Suite 1300, Miami, FL 33136.

The representative/position of the Provider responsible for administration of the program under this Agreement is:

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Click here to enter text.

Dr. Oren Wunderman, Executive Director, Family Resource Center of South Florida, Inc., 1393 SW 1st Street, Miami, FL 33135, Phone: (305) 960-5521, Email: owunderman@frcflorida.org

L. CONFLICT OF INTEREST

The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

M. AUTONOMY

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

N. ORDER OF PRECEDENCE

In the event that any of the provisions of this Agreement should conflict with the provisions of the CTC's TDSP, the latter shall control. Nothing contained in this Agreement shall be construed to override the provisions of the MOA or the CTC's TDSP.

O. COMPLIANCE

Failure of Provider to comply with the requirements set forth in this Agreement may result in the following:

1. Disqualification from eligibility in participating in future Agreements.
2. Ineligibility to apply for Federal Transit Administration (FTA) Section 5310 Program funds.

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WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

PROVIDER:

Oren Wundersman, Ph.D.
Signature

Executive Director
Title

LOCAL COORDINATING BOARD:

[Signature]
Signature

Chairperson
Title

MIAMI-DADE COUNTY CTC:

[Signature]
Signature

Jimmy Morales, Chief Operations Officer
County Mayor or
Designee

Bruce Libhaber
Approved as to form and legal sufficiency

10-12-22
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MIAMI-DADE COUNTY AFFIDAVITS

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

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; and DISABILITY NON-DISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof, it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I Oren Wunderman, Ph.D., being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-1768265

Federal Employer Identification Number (if none, Social Security)

Family Resource Center of South Florida, Inc.

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

Click here to enter text.

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

1393 SW 1st Street, Miami, FL 33135

Street Address

City

State

Zip Code

10-12-27
O.W.

034 I.

MIAMI-DADE COUNTY DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly-traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

	Full Legal Name	Address	Ownership
N/A	_____	_____	_____ %
	_____	_____	_____ %
	_____	_____	_____ %

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

N/A

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

- x II. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133. Amending Section 2-8.1: Subsection (d) (2) of the County Code).**

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000.00) or shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

CFA 2023-2024

10-12-22
 D.W.

11 | Page

1. Does your firm have a collective bargaining agreement with its employees?

No

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

Yes

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

White:	<u> 2 </u> Males	<u> 4 </u> Females
Black:	<u> 7 </u> Males	<u> 59 </u> Females
Hispanic:	<u> 8 </u> Males	<u> 35 </u> Females
Asian:	<u> </u> Males	<u> 2 </u> Females
American Indian:	<u> </u> Males	<u> </u> Females
Aleut (Eskimo):	<u> </u> Males	<u> </u> Females
Total:	<u> 117 </u> Males	<u> 100 </u> Females

x III. **MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT** (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County has X has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County has X has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

x IV. **MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT** (County Ordinance No. 92-15 codified as Section 2-8.1-2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal

10-12-22
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drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

x V. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et seq. of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty four (24) month period for medical reasons, for the birth or adoption of a child or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

x VI. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II Public Services, Title III Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications, and Title V, Miscellaneous Provisions; the Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof the State or any political subdivision or agency thereof or any municipality of this State.

10-12-22
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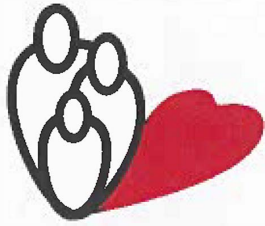
x VII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1 of the County Code)

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

x VIII. WELFARE REFORM WORK PARTICIPATION AFFIDAVIT (Resolution R-1206-97)

Any contract or renewal of a contract entered into based upon a false affidavit submitted pursuant to Resolution No. R-1206-97 shall be voidable by the County. If any attesting entity violates the following provisions of Resolution No. R-1206-97 during the term of any contract with the County, the contract shall be voidable by the County even if the attesting entity was not in violation at the time it submitted the affidavit.

1. This entity is a not for profit organization receiving a grant award and therefore exempt from the provisions of Resolution No. R-1206-97.
2. This entity is entering into a professional services agreement and therefore exempt from the provisions of Resolution No. R-1206-97
3. This entity does not have twenty-five (25) or more employees and therefore is exempt from the provisions of Resolution No. R-1206-97.
4. This entity does have twenty-five (25) or more employees but conducts business with the County for less than \$500.00 and therefore is exempt from the provisions of Resolution No. R-1206-97.
5. This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of \$500.00 or more. Therefore, I hereby attest that during the term of the contract, five percent (5%) or more of this entity's local Miami-Dade full-time work force consists of or will consist of individuals who reside in Miami-Dade County and who have lost or are about to lose their cash assistance benefits (formerly Aid to Families with Dependent Children or "AFDC") as a result of the Personal Responsibility and Work Opportunity Act of 1996. Furthermore, this entity did not replace any existing employees in order to comply with the provisions of Resolution No. R-1206-97.
6. This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of \$500,000.00 or more. However, I attest that this entity cannot meet the terms of Resolution No. R-1206-97 by hiring or employing five percent (5%) of its local Miami-Dade County full-time work force from individuals who reside in Miami-Dade County and who have or are about to lose cash assistance benefits. Therefore, this entity shall contribute the sum equivalent to fifty percent (50%) of the wages that would be paid to five percent (5%) of its full-time work force based on a full-time minimum wage position for the entire term of the contract with the



FAMILY RESOURCE CENTER

OF SOUTH FLORIDA, INC.

Providing Child Welfare,
Adoption & Community
Mental Health Services

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Oren Wunderman, Ph.D.

RESOLUTION FORM

A RESOLUTION of the **Family Resource Center of South Florida, Inc.**, authorizing the signing and submission of a grant application and supporting documents and assurances to Miami-Dade County and Miami-Dade Transit.

WHEREAS, **Family Resource Center of South Florida, Inc.** has the authority to apply for the Coordination and Fare Agreement through Miami-Dade and Miami-Dade Transit;

NOW, THEREFORE, BE IT RESOLVED BY THE **Family Resource Center of South Florida, Inc.**, FLORIDA:

1. The submission of the Coordination and Fare Agreement, supporting documents, and assurances to Miami-Dade and Miami-Dade Transit is approved.
2. **Oren Wunderman, Executive Director** is authorized to sign the Coordination and Fare Agreement, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS 12th of October, 2022

Kevin J. Veilleux

dotloop verified
10/17/22 11:15 AM EDT
Q0ZV-JCOB-0MBW-ASPZ

By: _____
(Signature)
Kevin J. Veilleux, M.S.W., Chair of the Board
(Typed name & title)

ATTEST:



Preventing and Treating Child Abuse & Neglect by Strengthening Families



FAMILY RESOURCE CENTER OF SOUTH FLORIDA, INC.
1393 SW 1st Street
Miami, FL 33135
TEL 305.374.6006 FAX 305.789.4470

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1999-Present	Oren Wunderman, Ph.D. Executive Director Family Resource Center of S. Florida 1393 S.W. 1st Street Miami, FL 33135	305.960.5521 (W) 305.960-5521 (F) 786.236.0573 (C) owunderman@frcflorida.org

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DRUG-FREE WORKPLACE COMPANY POLICY

NOTICE TO ALL EMPLOYEES

Effective March 29, 2000, the state of Florida amended the Drug Free Workplace Act. Also, laboratories have changed the way they could report drug test results. Because of the changes, the company has updated the Drug Free Workplace Policy and consent paperwork. All employees will receive a new policy and will be required to sign a new Employment Acknowledgment Agreement. Some of the changes include:

1. The positive level for alcohol is now .04.
2. An increase in the positive confirmation level for opiates, eliminate a number of medications that may show up on a drug test.
3. Changes in the way laboratories can now report results. Until 2000, laboratories reported results as negative, confirmed positive or unsatisfactory (for a number of reasons). Laboratories can now report results as adulterated or tampered with. An adulterated or tampered with specimen is considered a refusal to test. Refusal's to test are considered a positive test result and according to our policy will result in immediate termination.

An adulterated or tampered with specimen reported by a laboratory is the result of consuming a product designed to "throw off drug tests." Do not consume or add any of these products to your specimen. If you do and your specimen is reported as adulterated or tampered with, you will be terminated. Please contact management if you have any questions.

Thank you,

Management





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DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs, however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained, or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under Florida statutes 440.101 and 440.102.

A. Post-Offer Job Applicant Screening

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result, he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experience, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion



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DRUG-FREE WORKPLACE COMPANY POLICY

are

- a Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug
- b Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
- c A report of drug use, provided by a reliable and credible source
- d Evidence that an individual has tampered with a drug test during his employment with the current employer
- e Information that an employee has caused, contributed to, or been involved in an accident while at work
- f Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under Florida Administration Codes 59A-24 listed below, will be subject to



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DRUG-FREE WORKPLACE COMPANY POLICY

the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form

<u>Table of Positive Drug Levels In Urine</u>					
<u>Drug to Be Tested For:</u>					
<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>	<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>
Alcohol (blood)	04 g/dL	04 g/dL	Barbiturates	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methadone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml			

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440 101 and 440 102) and may also forfeit unemployment benefits, under Florida law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440 101 and 440 102) and will also forfeit unemployment benefits under Florida law.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability under Chapter 440 101 & 440 102 FL Statutes.
2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.
The consent form must contain, at the minimum, the following:
 - a. The name of the person authorized to obtain the information
 - b. The signature of the person authorizing release
 - c. The purpose of the disclosure
 - d. The duration of the consent
 - e. The precise information to be disclosed
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.



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DRUG-FREE WORKPLACE COMPANY POLICY

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphramone, Desoxyn, Dexedrine, Direx.

CANNABINOIDS (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC)

COCAINE (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, opiumal, parest) Not legal by prescription.

OPIATES (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esigic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose.

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcg, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to Chapter 440 F.S., or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility



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DRUG-FREE WORKPLACE COMPANY POLICY

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that person's body fluids
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property or job site in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in matters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement



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DRUG-FREE WORKPLACE COMPANY POLICY

authorities Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers For information concerning laboratories and medical review officer services please contact Total Compliance Network/South Atlantic Testing Services * (954) 341-2525 * 3300 University Drive, Suite 903, Coral Springs, FL 33065

N. Employer Protection

This policy supercedes any information provided to applicants and/or employees, either written or oral This company reserves the right to change provisions of this policy and testing program at any time in the future

O. Drug Referral Services and Support Groups

Nationwide:

- 1 Alcohol Hot-line 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics
- 2 Cocaine Hot-line 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse
- 3 National Drug & Alcohol Treatment and Referral Hot-line 1-800-662-4357, Confidential information on treatment, self-help, and support programs for drug users

State of Florida:

Operation Par (Par Outpatient Counseling)
10901-C Roosevelt Boulevard, Suite 1000
St Petersburg, Florida 33716
(813) 577-5812

Sarasota Memorial Hospital
1700 S Tamiami Trail
Sarasota, Florida 34239-3555
(813) 953-1783

Southwest Fl Addiction Services
2101 McGregor Blvd
Fort Myers, Florida 33901
(813) 337-4411

Tri-County Addictions Rehabilitation
1831 N Crystal Lake Drive
Lakeland, Florida 33803
(813) 667-0333

Tampa Metro Treatment Center
5202 East Busch Blvd
Tampa, Florida 33617
(813) 980-3260

Alcohol & Drug Abuse (S D A P)
451 Riverside Drive
Stuart, Florida 34994
(407) 286-8933

Central Fl Substance Abuse
1048 A Dixon Blvd
Cocoa, Florida 32922
(407) 631-4578

Columbia Lawnwood Pavilion
1870 North Lawnwood Circle
Fort Pierce, Florida 34950
(361) 466-1500

Savannas Hospital
2550 S E Walton Road
Port St Lucie, Florida 34952
(561) 335-0400

Charter Counseling Center of Brooksville
12120 Cortez Blvd
Brooksville, Florida 34613
(352) 596-4420
Care Center for Mental Health
1205 4th Street
Key West, Florida 33040
(305) 292-6843

Center for Life Enrichment
11820 Beach Blvd
Jacksonville, Florida
(904) 642-6680
Transitions
1928 N E 154th Street
N Miami Beach, Florida 33162
(800) 626-1980

Charter Woods Counseling Center
700 W 23rd Street, Suite 54
Panama City, Florida 32405
(904) 769-3252
Beachcomber
4493 N Ocean Blvd
Delray Beach, Florida 33483
(561) 734-1818

Fort Lauderdale Hospital
1601 East Las Olas Blvd

Mental Health Assoc of Central Fl
608 Manpostea Street

Lake Wales Drug Awareness Council
P O Box 7432



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DRUG-FREE WORKPLACE COMPANY POLICY

Fort Lauderdale, Florida 3330
(954) 463-4321

Life Stress Behavioral Center
P O Box 491000
Leesburg, Florida 34719-1000
(352) 787-9178

Orlando, Florida 32801
(407) 843-1563

Bowling Green Treatment Center
2727 Capital Medical Blvd
Tallahassee, Florida 32301
(904) 877-7790 / (800) 243-9007

Lake Wales, Florida 33859-2432
(813) 676-1949

Columbia Behavioral Health Center
3130 S W 27th Avenue
Ocala, Florida 32674
(352) 237-7293

P. Educational Material On Substance Abuse

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers, male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and/or feelings of inadequacy.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink, how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and/or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire. It can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP's) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are voluntary and confidential! No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another source for help is your *phone book*. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. *Encourage* those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many



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DRUG-FREE WORKPLACE COMPANY POLICY

occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking

The following check list may help you determine if you have a drinking problem. **Do You:**

*lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing? *feel easily frustrated? *find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly *have violent mood swings

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA group is as close as your phone book. Alcohol is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**

*greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause: *headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles*

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**

*increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". Cocaine is also used in a free-base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. **Other Effects:**

*impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing



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DRUG-FREE WORKPLACE COMPANY POLICY

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are "speed", "uppers", "black beauties", "bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**
*loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr H".

Fact: Heroin, also called "junk", or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. **Other Effects:**
*reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death

PHENCYCLIDINE (PCP) - also called "angel dust", "rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in late 1950's. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**
*impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.



**FAMILY RESOURCE CENTER OF SOUTH FLORIDA, INC.
POLICY AND PROCEDURES**

TITLE	NUMBER
MEDICAL EMERGENCY	EMER - 1:019
SUBJECT	EFFECTIVE DATE
EMERGENCY MANUAL	07/07
REVIEW AND APPROVAL	PAGE(S)
Donna Shaw MSN, RN <i>Donna Shaw MSN, RN</i>	1 OF 5
REVIEW DATES	REVISION DATES

PURPOSE:

The purpose of this policy is to provide guidelines for responding to medical emergencies.

SCOPE:

This policy applies to all employees of Family Resource Center of South Florida, Inc.

RESPONSIBILITY:

It is the responsibility of the Executive Director and/or designee to implement this policy and procedure.

**FAMILY RESOURCE CENTER OF SOUTH FLORIDA, INC.
POLICY AND PROCEDURES**

TITLE MEDICAL EMERGENCY	NUMBER EMER - 1:019
SUBJECT EMERGENCY MANUAL	PAGE(S) 2 OF 5

POLICY:

Family Resource Center of South Florida, Inc. maintains appropriate emergency services through the use of limited first aid preparedness and the use of community hospital emergency department services. Clients, employees, visitors, and family who experience serious injury or sudden illness will receive an immediate response by staff qualified through specific training. These services are limited to protection of life and alleviation of suffering. They will be sufficient enough to maintain the injured/ill person until emergency medical services are obtained. Emergency medical services will be provided by calling 911. Emergencies requiring the service of police or fire and ambulance should be reported by dialing 911.

PROCEDURE:

1. Non-Emergency Situations
 - A. In the event of an injury or sudden illness affecting the client or visitor, emergency first aid should be rendered by the most available employee. Visitors will be encouraged to seek treatment from a physician or medical facility of their own choice if additional treatment is required.
 - a. Visitors, patients have the right to refuse first aid services. Documentation of this will be made on an Incident Report.
 - b. Clients requiring treatment that cannot be provided by available staff will be taken by EMS to the closest Community Hospital Emergency Room or other medical facility as determined by the emergency personnel.

**FAMILY RESOURCE CENTER OF SOUTH FLORIDA, INC.
POLICY AND PROCEDURES**

TITLE MEDICAL EMERGENCY	NUMBER EMER – 1:019
SUBJECT EMERGENCY MANUAL	PAGE(S) 4 OF 5

- B. Client injuries and illnesses and their treatment will be documented in the client's record.
4. Client Medical Treatment in an Outside Medical Facility.
- A. The specialized medical services of Community Hospitals is to be used for services and medical treatment, which exceeds the capabilities of Family Resource Center.
 - B. The Director/Supervisor will determine when referral or transfer to another facility is necessary and will arrange for the transfer.
 - a. The employee arranging for transfer will make telephone contact with the emergency room and outline the nature of the problem.
 - b. Transportation to the emergency room will be by EMS or non-emergency transport, if appropriate.)
 - c. Staff will make a copy of the face sheet of the chart, which contains the client's name, address or telephone number and insurance information, along with other pertinent information.
 - d. All important documents in the medical record, which will be pertinent for the individual's continuity of care, will be given to the transporter, along with the information noted in "c" above.
 - C. A request will be made to the receiving hospital to immediately provide written information regarding findings and treatment either on the consultation form or other suitable record. Also a request will be made to the receiving hospital to provide medical data in the event of treatment. This information will be entered in the client's medical record.
 - D. In the event of death, a summary of the physician's findings and a copy of the death certificate will be made available to the organization as soon as possible.

**FAMILY RESOURCE CENTER OF SOUTH FLORIDA, INC.
POLICY AND PROCEDURES**

TITLE MEDICAL EMERGENCY	NUMBER EMER – 1:019
SUBJECT EMERGENCY MANUAL	PAGE(S) 5 OF 5

5. Cardiopulmonary Resuscitation

- A. All direct care staff will be trained in Basic Life Support. Recertification in C.P.R. will be a requirement for continued employment and will be required upon expiration of certification. If a situation arises that efforts to resuscitate are instituted, they will be continued by our staff until emergency medical services arrive. Responsibility for continuation of life support will then be turned over to the emergency medical team.

6. Suicide attempts or unresponsive patients.

- A. In the event that a staff member discovers a client/visitor, or staff member who is unresponsive, they are to page overhead (3 times) "Code Blue/Room/Area" and they are to immediately initiate C.P.R.
- B. The person initiating CPR makes determination of call to 911 and assigns responding team member to call 911 and report back. When calling outside emergency medical services, state the location of the facility, the telephone number of the facility, the nature of the incident, how many persons need help, the condition of the injured/ill person(s), and what is being done for the injured/ill person(s). Hang up only after you are sure that the person you are talking to has all the necessary information.
- C. C.P.R. is initiated and continued until EMS/Paramedics arrive.
- D. As in all Medical Emergencies, the Executive Director will be notified immediately.
- E. Non-responding staff will redirect other clients and visitors out of the area.
- F. If the unresponsive individual is a client all events will be specifically documented in the medical record and an Incident Report will be completed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GABLES INSURANCE AGENCY CORP 2875 NE 191ST STREET, SUITE 702B AVENTURA, FL 33180	CONTACT NAME: MM PHONE (A/C, No, Ext): (305)446-4305 E-MAIL ADDRESS: info@gablesinsurance.com	FAX (A/C, No): (305)982-8294
	INSURER(S) AFFORDING COVERAGE	
INSURED Family Resource Center of South Fl. Inc 1393 SW 1st St. Sta. 102 Miami, FL 33135	INSURER A: Lloyds Syndicate (Beazley Furlong Ltd.)	NAIC # A112863
	INSURER B: Philadelphia Indemnity Insurance Co.	18058
	INSURER C: Associated Industries Insurance Company	23140
	INSURER D: Starr Indemnity & Liability Company	38318
	INSURER E: Houston Casualty Company	42374
	INSURER F:	


COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR STR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR BV/PD Ded: 25000	X	X	W1A707220701	01/01/22	01/01/23	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK2361320	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1184105	07/18/22	07/18/23	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors & Officers and Employment Liability			10000578803201	01/01/22	01/01/23	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A. Professional Liability - W1A707210601 1/1/22 - 1/1/23 \$1,000,000/\$3,000,000 as sub-limit within above GL limit. E. Cyber Liability Policy - H22NGP21235-01 1/1/22 - 1/1/23 Aggregate limit of liability \$1,000,000; #W1A7072207011 1/1/22 1/1/23 Sexual/Physical Misconduct Sublimit Each Claim Limit \$1,000,000 / Annual Aggregate Limit: \$3,000,000. Miami-Dade County is named Additional Insured. In the event of policy cancellation, non-renewal or material reduction of coverage, thirty (30) days advance written notice shall be given to the certificate holder. Hired Non-Owned coverage under the General Liability policy W1A707220701

CERTIFICATE HOLDER Miami Dade County 111 NW 1 Street, 22nd Floor Miami, FL 33128	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY C & C Insurance, Inc.		NAMED INSURED Family Resource Center of South Florida Inc 1393 SW 1 St Suite 102 Miami, FL 33135	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Auto

Schedule of Autos

1. 2015 Toyota Sienna 5TDKK3DC5FS674739
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
2. 2017 Toyota Sienna 5TDZZ3DC0HS808618
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
3. 2018 Toyota Sienna 5TDKZ3DC8JS902902
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
4. 2018 Ford Transit Wagon T150 1FMZK1ZM0JKB51788
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
5. 2018 Ford Transit Wagon T150 1FMZK1ZM7JKB51786
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
6. 2018 Ford Transit Wagon T150 1FMZK1ZM9JKB51787
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
7. 2019 Ford Expedition 1FMJUA2AT9KEA26496
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
8. 2020 Toyota Sienna 5TDZZ3DC6LS079811
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
9. 2020 Toyota Sienna 5TDZZ3DC8LS082578
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
10. 2020 Toyota Sienna 5TDZZ3DC9LS082623
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
11. 2020 Toyota Sienna 5TDZZ3DCXLS082615
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
12. 2020 Toyota Sienna 5TDZZ3DC2LS082687
Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000
13. 2021 Toyota Sienna LE FWD 5TDKRKEC4MS053543



AGENCY CUSTOMER ID: FAMIRES-01

SMEEKS

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY C & C Insurance, Inc.		NAMED INSURED Family Resource Center of South Florida Inc	
POLICY NUMBER SEE PAGE 1		1393 SW 1 St Suite 102 Miami, FL 33135	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000

14. 2021 Toyota Sienna LE FWD 5TDKRKEC8MS053531

Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000

15. 2021 Toyota Sienna LE FWD 5TDKRKECXMS053188

Coverage: PIP: \$10,000; Med Pay \$2,000; Comp Ded\$1,000/Coll \$1,000 Ded;HNO Auto; Cost of Hire \$5,000; Physical Damage - Comp Ded \$100/Coll Ded \$1,000

CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Name of Agency: Family Resource Center of South Florida, Inc. Date of Inventory: 10/1/2022

Model Year (b)	Make/Size/Type (c)	FDOT Control # or VIN (d)	Ramp or Lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)
2018	Toyota/Sienna Minivan	60003	None	7	22,718	90,872	Not known	In-Vehicle Camera System	FDOT
2018	Ford/Transit Van	60033	None	7	15,157	60,629	Not known	In-Vehicle Camera System	FDOT
2018	Ford/Transit Van	60035	None	7	7,422	29,687	Not known	In-Vehicle Camera System	FDOT
2018	Ford/Transit Van	60034	None	7	11,776	47,104	Not known	In-Vehicle Camera System	FDOT
2020	Toyota/Sienna Minivan	60092	None	6	16,947	33,894	Not known	In-Vehicle Camera System	FDOT
2020	Toyota/Sienna Minivan	60093	None	6	13,357	26,714	Not known	In-Vehicle Camera System	FDOT
2020	Toyota/Sienna Minivan	60094	None	6	11,583	23,166	Not known	In-Vehicle Camera System	FDOT
2020	Toyota/Sienna Minivan	60095	None	6	15,710	31,419	Not known	In-Vehicle Camera System	FDOT
2020	Toyota/Sienna Minivan	60101	None	6	16,774	33,547	Not known	In-Vehicle Camera System	FDOT
2021	Toyota/Sienna Minivan	60151	None	6	19,190	19,190	Not known	In-Vehicle Camera System	FDOT
2021	Toyota/Sienna Minivan	60152	None	6	14,140	14,140	Not known	In-Vehicle Camera System	FDOT
2021	Toyota/Sienna Minivan	60153	None	6	19,986	19,986	Not known	In-Vehicle Camera System	FDOT
2022	Toyota/Sienna Minivan	60181	None	7	TBD	50	Not known	In-Vehicle Camera System	FDOT
2022	Toyota/Sienna Minivan	60182	None	7	TBD	50	Not known	In-Vehicle Camera System	FDOT
2022	Toyota/Sienna Minivan	60183	None	7	TBD	50	Not known	In-Vehicle Camera System	FDOT

- (a) Agency must use this form.
- (b) Identify model year of vehicle
- (c) For example, Ford 22' bus; Dodge converted van.
- (d) Show FDOT control number and VIN if bought with grant through FDOT. If bought through other funding, list the last four (4) numbers of VIN.
- (e) Indicate if vehicle is stretcher equipped.
- (f) Identify the grant or other funding source used for purchasing the vehicle/equipment.