

MEMORANDUM

Agenda Item No. 8(B)(1)

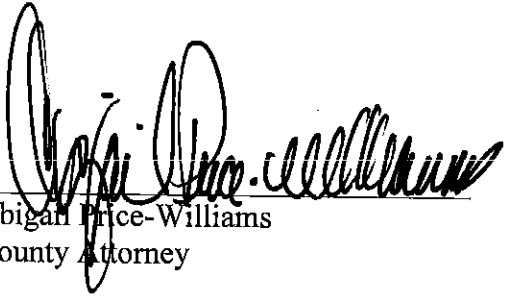
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 4, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute professional services agreement in the amount of \$135,000.00 with South Florida Workforce Investment Board d/b/a CareerSource South Florida for Miami-Dade County's grant program entitled "Project Second Chance for Incarcerated Parents with Minor Children" and authorizing the County Mayor to exercise all provisions contained therein

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



Abigail Price-Williams
County Attorney

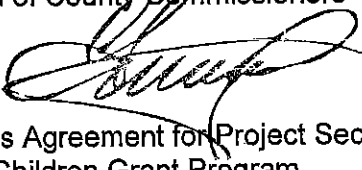
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Memorandum



Date: February 4, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Professional Services Agreement for Project Second Chance for Incarcerated
Parents' with Minor Children Grant Program

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution authorizing the execution of the Professional Services Agreement (PSA) (Attachment 1) between the South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida and Miami-Dade County (County), through its Corrections and Rehabilitation Department (MDCR), to provide job placement and training services for inmates who have children younger than 18 years old.

Scope

The impact of this PSA is county-wide in nature.

Fiscal Impact/Funding Source

The PSA is funded by the grant awarded by the United States Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention Second Chance Act, which was approved by the Board on November 8, 2018 in Resolution No. 1138-18. MDCR pledged \$84,000 as a voluntary, in-kind personnel salary match of the grant over the three-year grant period.

Track Record/Monitor

Commander Joel Botner of MDCR is responsible for reentry grant projects and will coordinate project implementation and management. MDCR will monitor the project; handle project drawdowns through DOJ; process the disbursement and expenditure of grant funds; and manage programmatic and fiscal reporting in accordance with project reporting and auditing procedures stipulated by DOJ.

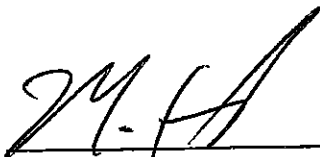
BACKGROUND

MDCR applied and was awarded grant funding by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention Second Chance Act to implement "Project Second Chance for Incarcerated Parents with Minor Children". The grant funding previously approved by the Board identified various service providers to offer the necessary services to incarcerated inmate parents. Transition, Inc. had been selected to provide job referral and employment placement; issue reentry plans to inmate parents; and provide program follow-up for 60 days. Transition Inc. is unable to serve as the third provider at this time and an alternate provider, SFWIB, has been identified.

SFWIB specializes in initiating workforce development programs in South Florida by providing employment services and transition planning, and has an extensive network of educational, vocational and economic development partners. SFWIB has been selected to replace Transition, Inc. to provide workforce development services for the remaining two years of the grant project. SFWIB will be subcontracted to deliver pre- and post-transition reentry services to inmate parents; provide a workforce readiness and employability skills course; develop and implement individual reentry plans; assign a Workforce Program Supervisor to facilitate job placement; develop job/training opportunities and secure employment for participants; and conduct 30 and 60-day employment follow up.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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The full implementation of the "Project Second Chance for Incarcerated Parents with Minor Children" will enhance and expand the services provided to children of incarcerated parents by facilitating access to effective services that can strengthen their relationship, address emerging issues affecting parents and their children (such as suicide, alcohol and substance abuse, mental health issues, domestic and sexual abuse, and financial instability), and develop and implement reentry programming to include employment skills courses, job placement, and case management. The project will serve inmate parents with an average of two minor children, ages two months to 17 years, for a total of 180 children over the three year grant period.



Maurice Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 4, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(B)(1)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(1)
2-4-20

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$135,000.00 WITH SOUTH FLORIDA WORKFORCE INVESTMENT BOARD D/B/A CAREERSOURCE SOUTH FLORIDA FOR MIAMI-DADE COUNTY'S GRANT PROGRAM ENTITLED "PROJECT SECOND CHANCE FOR INCARCERATED PARENTS WITH MINOR CHILDREN"; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE 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:

Section 1. The matter contained in the foregoing recital is incorporated in this resolution by reference.

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute the professional services agreement in the amount of \$135,000.00 with South Florida Workforce Investment Board d/b/a CareerSource South Florida for the Miami-Dade County's grant program entitled "Project Second Chance for Incarcerated Parents With Minor Children," in substantially similar form as Attachment 1, and authorizes the County Mayor or the County Mayor's designee to exercise all provisions contained therein, after review by the County Attorney's Office for form and legal sufficiency.

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

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into as of this _____ day of _____, 2019 by and between **Miami-Dade County** ("County" or "MDC"), a political subdivision of the State of Florida, through its Corrections and Rehabilitation Department, (hereinafter referred to as "County," or "MDCRD"), having its principal office at 2525 N.W. 62nd Street, 3rd Floor, Miami, Florida 33147, and South Florida Workforce Investment Board d/b/a CareerSource South Florida, a governmental agency that provides workforce development services in Workforce Area 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties (hereinafter referred to as "SFWIB"), having its principal office at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 (collectively referred to as the "Parties" or "Project Partners").

WITNESSETH

WHEREAS, Miami-Dade County's Corrections and Rehabilitation Department applied for grant funds from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention Second Chance Act (SCA) Addressing the Needs of Incarcerated Parents with Minor Children Program in the amount of \$698,315 for a three-year project period; and

WHEREAS, the County, received the federal funds from the United States Department of Justice (DOJ), under the Second Chance Act Addressing the Needs of Incarcerated Parents with Minor Children Grant Program to promote and expand services in the county jail to incarcerated individuals who have children younger than age 18, and to provide a broad, multidisciplinary solution that will address the needs of incarcerated parents, support pro-social child development, and ultimately, prevent violent crimes against law enforcement within the jail and within the larger community ("MDC Project Second Chance"); and

WHEREAS, the County as grantee, is authorized to contract for certain job placement and training services for the MDCR Project Second Chance; and

WHEREAS, the County requires the above mentioned services from the Job Placement and Training Services Partner in order to fulfill its obligations under the MDC Project Second Chance grant; and

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution No. R-1138-18, on November 8, 2018, authorizing this acceptance of the grant and Resolution No. _____ on _____ 20____, authorizing this Agreement; and

WHEREAS, the SFWIB as the County's Job Placement and Training Services Partner is desirous of and willing to participate with the County and with other organizations (hereinafter referred to as "Collaborative Partners") in accomplishing the goals, purposes, and objectives of MDC Project Second Chance;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants recorded herein, the parties agree as follows:

Article I
Definitions

- 1.1 The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:
- a) "Project Name" shall mean the "Miami-Dade County Second Chance Act Addressing the Needs of Incarcerated Parents with Minor Children;" "MDC Project Second Chance for Incarcerated Parents with Minor Children;" and "MDC Project Second Chance."
 - b) "Contract" or "Contract Documents" or "Agreement" shall mean collectively the terms and conditions set forth herein, the "MDC Project Second Chance for Incarcerated Parents with Minor Children Project" Scope of Work (Exhibit A, A-1, A-2 and A-3); "MDC Project Second Chance for Incarcerated Parents with Minor Children" Project Budget (Exhibit B) and The SFWIB Project Budget (Exhibit B-1); United States Department of Justice "MDC Second Chance Act Addressing the Needs of Incarcerated Parents with Minor Children" Grant Award Agreement and Special Conditions documents (Exhibit C); and Affidavits and Authorized Signatures (Exhibit D).
 - c) "Project Period" shall mean October 1, 2019 to September 30, 2021.
 - d) "Project Start Date" shall mean January 1, 2020.
 - e) "MDC" shall mean Miami-Dade County.
 - f) "County" shall mean Miami-Dade County, its Board of County Commissioners, agents, employees and instrumentalities, including but not limited to the MDCR. The term County excludes SFWIB.
 - g) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
 - h) "Deliverables" shall mean all work performed under this Agreement, including documentation and any items of any nature submitted by the SFWIB to the County for review and approval pursuant to the terms of this Agreement.
 - i) "Directed," "Required", "Permitted", "Ordered", "Designated" or "Selected", or words of like import shall mean respectively, the direction, requirement, permission, order, designation, or selection of the MDC Project Second Chance Program Coordinator; and similarly the words "Approved", "Acceptable", "Satisfactory", "Equal", "Necessary", or words of like import shall mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the MDC Project Second Chance Program Coordinator.
 - j) "Document" or "Documents" shall mean written, typed, printed, recorded or graphic material, however produced or reproduced, of any kind and description and whether an original, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, letters, memoranda, notes of conversations, contracts, agreements, drawings, telegrams, tape recordings, communications, including inter-office and

intra-office memoranda, reports, studies, working papers, corporate records, minutes of meetings, notebooks, bank deposit slips, bank checks, canceled checks, diary entries, appointment books, desk calendars, photographs, transcriptions of sound recordings of any type of personal or telephone conversations or negotiations, meetings, or conferences or things similar to any of the foregoing, and to include any data, information or statistics contained within any data storage modules, tapes, discs, or other memory device, or any other information retrievable from any storage systems, including, but not limited to, computer generated reports and printouts. The word "Document" also includes data compilations from which information can be obtained and translated, if necessary, by the respondent through detection devices in a reasonable usable form. If any document has been modified by the addition of notations or otherwise, or has been prepared in multiple copies which are not identical, each modified copy or un-identical copy is a separate document.

- k) "Scope of Work" shall mean the document attached hereto as (Exhibit A, A-1, A-2 and A-3), which references the work to be performed by the SFWIB.
- l) "Program Coordinator" shall mean the MDCR Program Coordinator.
- m) "Director" shall mean the Director of the MDCR.
- n) "SFWIB" shall mean South Florida Workforce Investment Board d/b/a CareerSource South Florida, a governmental agency that provides workforce development services in Workforce Area 23 of the State of Florida, which is comprised of Miami-Dade and Monroe Counties contracted hereunder to provide Job Placement and Training Services and tasks described or referenced in this Agreement.
- o) "SFWIB's Budget" shall mean the documents attached hereto as Exhibit B and Exhibit B-1, as may be amended or revised during the contract period with written approval from the County, which details the allowable direct and indirect/administrative costs that will be funded by the United States Department of Justice Grant Program under this Agreement.
- p) "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of SFWIB, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the SFWIB, and whether or not in private of Agreement with the SFWIB.
- q) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article XII, Section 12.1, of this Agreement.
- r) "DOJ", "OJJDP", shall mean the United States Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP).
- s) "Work", "Services", "Program", "Project", or "Scope of Work" shall mean all matters and things required to be done by the SFWIB in accordance with the provisions of this Agreement.

Article II
Responsibilities of the SFWIB

- 2.1 The SFWIB, by and through its agents, assigned representatives and Subcontractors agrees: to comply with the following MDC, State of Florida and Federal requirements:
- A. To provide the planned or proposed services described in the Scope of Work (Exhibit A, A-1, A-2 and A-3) the Project Budget (Exhibit B) and The SFWIB Project Budget (Exhibit B-1), and in accordance with the requirements set forth in the DOJ Grant Award Agreement and Special Conditions documents (Exhibit C), which are hereby incorporated as part of this Agreement. Information included in Exhibits A, A-1, A-2, A-3, B and B-1 of this Agreement will be based upon the SFWIB's scope of work and budget prepared by the County and SFWIB.
 - B. To adhere to the work schedule listed in the attached Scope of Work (Exhibit A, A-1, A-2 and A-3), unless modified by written agreement.
 - C. To provide workforce management and deliver pre- and post transition reentry services to inmate parents, provide a workforce readiness and employability skills course; develop and implement individual reentry plans, assign a Workforce Program Supervisor to facilitate job placement, develop job/training opportunities and secure employment for participants, and conduct 30 and 60-day employment follow-ups.
 - D. To provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified, and, if applicable, licensed replacement when necessary.
 - E. To keep detailed records of services provided and staff time and effort involved; and to prepare and provide, in a timely manner, any and all reports that may be requested by the County on an "as needed" basis, for monitoring progress, performance, and compliance with this Agreement, compliance with applicable Miami-Dade County and the U.S. Department of Justice requirement, and to document and verify billings to the County.
 - F. To make available all books, records, and electronic files, including but not limited to scanned documents, as they relate to this Agreement, for inspection, review and audit by the County and the U.S. Department Justice, or any of their duly authorized representatives, at their discretion. Access to these documents must be made available to authorized representatives in a timely manner, not to exceed three (3) business days, unless such time is extended by such authorized representative. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the SFWIB for at least five (5) years following the expiration of the Agreement, unless U.S. Department of Justice laws, or the County's record retention schedule require a lengthier retention period.
 - G. To maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment approved and processed by the County, and to provide all licensed and qualified personnel, equipment, and supplies required for the provision of services.

- H. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity."
- I. To comply with all Federal laws particularly applicable to language access or Limited English Proficiency (LEP) access, including but not limited to Title VI of the Civil Rights Act of 1964, and the Title VI regulations (27 C.F.R. § 42.101, et seq. and 40 C.F.R. § 80.3), prohibiting discrimination based on national origin, and Executive Order 13166 issued in 2000.
- J. To comply with all Federal requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- K. To comply with the terms and conditions of the Miami-Dade County Vendor Affidavits (Exhibit D-1 of this Agreement) and the State Public Entities Crime Affidavit (Exhibit D-2 of this Agreement).
- L. To comply with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Code of Miami-Dade County, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the SFWIB.
- M. To comply with all the requirements of the Americans with Disabilities Act (ADA), including but not limited to Title II and Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, Section 760.50 of the Florida Statutes, and all other applicable Federal, State and local laws, regulations, and Executive Orders. In this regard, the SFWIB shall not deny any individual the opportunity to participate in or benefit from federally funded programs, services, or other benefits associated with or funded by this Agreement; deny any individual access to programs, services, benefits or opportunities to participate as a result of physical barriers; or deny an individual employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified. The SFWIB shall provide program accessibility and effective communication for service recipients and employees. The SFWIB shall also post a notice informing service recipients and employees that they can file any complaints of ADA Title II or Title III violations directly with the U.S. Department of Justice, 810 7th Street, NW, Washington, D.C. 20531, within 180 days of the date of discrimination. Questions about filing an ADA complaint may be answered at www.ada.gov/filing_complaint.htm or by calling 1-800-514-0301 (voice) or 1-800-514-0383 (TTY).

A copy of such complaint must also be filed with Joel F. Botner, Program Coordinator, Miami-Dade County Corrections and Rehabilitation Department/ Project Second Chance for Incarcerated Parents with Minor Children Grant Project, 2525 NW 62nd Street, 3rd Floor, Miami, Florida 33147. A Disability Non-

Discrimination Affidavit must be completed and on file with the County within thirty (30) days of contract execution. The SFWIB must be in full compliance with the laws referenced within the Affidavit. The SFWIB's failure to comply with this provision constitutes a breach of this Agreement and the County may avail itself of any of the remedies set forth in Article XVI of this Agreement.

- N. To notify the County in writing within ten (10) business days prior to anticipated change(s) to services described in the Scope of Work (Exhibit A, A-1, A-2 and A-3). Written notification must include the nature of the changes, actions taken by the SFWIB toward implementation of the change(s), and the effective date. This provision includes, but is not limited to, change in service schedule, service location(s), or any other change to service operations that may have an impact on service delivery or activities funded under this Agreement.
- O. To ensure that the SFWIB's appropriate officers are apprised of the programmatic, fiscal, administrative, and other obligations of the MDC Project Second Chance, SFWIB must submit to the County a document evidencing who has the authority to execute this Agreement.
- P. The SFWIB agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, religion, color, ancestry, national origin, sex, pregnancy, age, disability, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, or source of income; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the SFWIB must submit an affidavit attesting that to the best of the SFWIB's knowledge it is not in violation of the Acts. If the SFWIB or any owner, subsidiary, or other firm affiliated with or related to the SFWIB is found by the responsible enforcement agency or the County, to be in violation of these acts, the County will conduct no further business with the SFWIB. The United States Department of Justice provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases.

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

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

- Q. Background Screening. Where applicable, the SFWIB agrees to comply with all applicable State, Federal and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. The SFWIB's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract. The SFWIB agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985, and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and Resolutions, regarding background screening of those who may work with "vulnerable persons," as defined by section 435.02, Florida Statutes, as may be amended from time to time.

For purposes of this subsection, the following terms shall mean:

1. "Vulnerable person" means a minor as defined in section 1.01 or a vulnerable adult as defined in section 415.102 of the Florida Statutes.
2. "Minor" includes any person who has not attained the age of 18 years.
3. "Vulnerable adult" means a person 18 years of age or older whose ability to perform the normal activities of daily living or to provide for his or her own care or protection is impaired due to a mental, emotional, sensory, long-term physical, or developmental disability or dysfunction, or brain damage, or the infirmities of aging.

In the event criminal background screenings are required by law, the State of Florida or the County, the SFWIB will permit only employees, volunteers and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement, or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The SFWIB agrees to ensure that employees, volunteers and subcontracted personnel who will work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Upon request, primarily during monitoring site visits or at any time determined by the County, the SFWIB shall furnish the County with proof that employees, volunteers and subcontracted personnel who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the SFWIB fails to furnish to the County upon request proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee, volunteer or subcontractor working with a vulnerable person, the County shall not authorize the disbursement of any further funds and this Agreement may be subject to termination by the County.

- R. Pursuant to Section 119.0701 of the Florida Statutes, the SFWIB shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the service;
 - (b) Upon request from the County, provide the public with access to public records on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if SFWIB does not transfer the records to the County; and
 - (d) Meet all requirements for retaining public records and transfer to the County, at no cost to the County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SFWIB upon termination of this Agreement. Upon termination of this Agreement, the SFWIB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

In the event the SFWIB does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and in Article II, Section (R) of this Agreement, the County shall avail itself of the remedies set forth in Article XVI, Section 16.1 of this Agreement.

IF THE SFWIB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SFWIB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY AT:

Miami-Dade Corrections and Rehabilitation Department
2525 Northwest 62 Street
Miami, Florida 33147
Attention: Central Records Unit
Email: mdcrcustodian@miamidade.gov

- S. The SFWIB will comply with, or where applicable, will support the County's compliance with the DOJ Grant Award Agreement and Special Conditions requirements (Exhibit C) of this Agreement.

Article III
Authority of the County's Program Coordinator

- 3.1 The SFWIB hereby acknowledges that the County's Program Coordinator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal or Agreement; questions as to the interpretation of the Scope of Service(s); and claims for damages, compensation and losses.
- 3.2 The SFWIB shall be bound by all determinations or orders of the Program Coordinator and shall promptly obey and follow every order of the Program Coordinator or their designated representative, including the withdrawal or modification of any previous order and regardless of whether the SFWIB agrees with the Program Coordinator's determination or order. Where orders are given orally, they will be issued in writing by the Program Coordinator, or their designated representative, as soon thereafter as is practicable.
- 3.3 The SFWIB must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Coordinator. In the event that the SFWIB and the Program Coordinator are unable to resolve their difference, the SFWIB may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- 3.4 In the event of such dispute, the parties to this Agreement authorize the Director or the Director's designee, who may not be the Program Coordinator or anyone associated with the Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Director or the Director's designee's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Director or the Director's designee within ten (10) business days of the occurrence, event or act out of which the dispute arises.
- 3.5 The Director or the Director's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether SFWIB's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Director or the Director's designee participated therein, or by any prior

decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the SFWIB to the Director or the Director's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Director or the Director's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Director or the Director's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the SFWIB. Except as such remedies may be limited or waived elsewhere in the Agreement, SFWIB reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

Article IV
Responsibilities of the County

The County agrees:

- 4.1 To monitor the operations of the SFWIB, according to Federal and local guidelines and requirements, in order to determine compliance with the terms and conditions of this Agreement, to report the findings to the SFWIB and, if appropriate to the Miami-Dade County Board of County Commissioner's Office or the Commission Auditor.
- 4.2 The County's Finance Department will support SFWIB's Project drawdowns and the disbursement of grant funds. The County will support SFWIB's programmatic and fiscal reporting in accordance with project reporting and auditing procedures required by DOJ.

Article V
**Requirements Related to Use of United States Department of Justice,
Office of Juvenile Justice and Delinquency Prevention Grant Program Funds**

- 5.1 The SFWIB agrees to comply with the DOJ Notice of Award documents (Exhibit C).
- 5.2 The SFWIB agrees to comply with federal laws that apply to recipients of financial assistance from DOJ, and prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. Federal laws also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
- 5.3 The SFWIB agrees to Enforce Civil Rights Laws. All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the U.S. Government investigates recipients that are the subject of discrimination complaints from both individuals and groups.
- 5.4 If applicable, the SFWIB agrees to Provide Services to Limited English Proficiency (LEP) Individuals. In accordance with federal guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

- 5.5 The SFWIB understands and agrees that further availability of funding under this agreement is at the discretion of the County.

Article VI
Reporting and Record-keeping

- 6.1 The SFWIB shall keep adequate, legible records of services provided under this Agreement as required by the County and by DOJ. Furthermore, the SFWIB shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth herewith in the Scope of Work (Exhibit A, A-1, A-2 and A-3). In addition to any requirements of Florida's Public Records Laws and Article I, Section R, of this Agreement. The SFWIB and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement and any extension thereof, unless federal laws or the County's record retention schedule require a lengthier retention period. Subject to applicable law, the County has the right to inspect original documentation relevant to the services furnished under this Agreement. Such inspection may take place during normal working hours to SFWIB's headquarters and/or any location or site where the services contracted for are performed.
- A. At a minimum, the following records shall be kept:
- (1) Documentation of staff time spent on the services required herein;
 - (2) Records of requests from the County for special analyses or reports, and the responses made to such requests; and
 - (3) A budget and a cost allocation plan along with supporting documentation for any shared costs included in the SFWIB's approved contract budget(s) for the provision of MDCRD Project Second Chance Grant Job Placement and Training Services, where applicable.
- B. The SFWIB shall submit payment requests to the Office of Management and Budget, Grants Coordination Division in accordance with the Project Budget for the four (4) year grant project. These requests shall include, at a minimum, a summary of the contract related activities, as defined in the Scope of Work attached hereto as (Exhibit A, A-1, A-2 and A-3), that were conducted by the SFWIB during the project period, and as stipulated in the Scope of Work.
- C. Proof of Tax Status. If applicable, the SFWIB is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990 and automatic 3-month extension through form 8868, if applicable; (c) the annual submission of I.R.S. form 990 within (6) months after SFWIB's fiscal year end; and (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends. SFWIB shall notify the County of any

changes to SFWIB's tax-exempt status within ten (10) business days of such change.

- D. The SFWIB shall submit to the County, in a timely manner, all required reports and any other information deemed necessary by the County, and its presentation shall comply with the format specified at the County's and/or the DOJ's request.

6.2 The SFWIB shall:

- A. Keep accounting records which conform with generally accepted accounting principles which shall include, but not be limited to, a cash receipt journal, cash disbursement journal, voucher disbursement journal, general ledger, patient (participant) escrow accounts (if applicable) and all such subsidiary ledgers as is determined necessary by the County. In addition to any requirements of Florida's Public Records Law and Article I. Section R. Of this Agreement, all such records shall be retained by the SFWIB for not less than five (5) years from the expiration of this Agreement and any extension thereof, unless federal laws or the County's record retention schedule require a lengthier retention period;
- B. Maintain a cost allocation plan, agency-wide budget, and reports of budgeted versus actual costs, along with supporting documentation for any shared costs included in the SFWIB's approved contract budget(s) for the provision of MDCR Project Second Chance grant-related services, where applicable.

Article VII
Amount Payable

- 7.1 The parties agree that should funding for the MDCR Project Second Chance grant services be reduced or should the SFWIB fail to maintain a documented expenditure pattern consistent with the attached Scope of Work (Exhibit A, A-1, A-2 and A-3) and Service Budget documents [line item budgets, narrative budget justification and, if applicable, price form(s), price lists, or acknowledgments] (Exhibit B and Exhibit B-1) based on actual reimbursements, the amounts payable under this Agreement may be proportionately reduced or eliminated at the discretion and option of the County as detailed in Section 8.3 below. Additionally, amounts payable are contingent on continued federal appropriations in years two and, and continuation funding granted by DOJ to MDC for the Project Second Chance for Incarcerated Parents with Minor Children. All services undertaken by the SFWIB before the County's execution of this Agreement shall be at the SFWIB's risk and expense. In any event, the maximum amount payable under this Agreement shall not exceed the following award amounts, unless a formal amendment is executed by the County:

<u>Service Category</u>	<u>Amount</u>
MDC Project Second Chance Job Placement and Training Services	\$135,000

- 7.2 The SFWIB's budget(s) will be reduced accordingly if the County finds that:

B

- A. The SFWIB fails to adhere to invoice schedule (Exhibit A-3) or line-item budget (Exhibit B and Exhibit B-1); or
 - B. There were any significant deviations from the approved service(s) In the Scope of Work (Exhibit A, A-1, A-2 and A-3).
- 7.3 In the event the County determines that a reduction in the SFWIB's budget(s) is necessary, the County shall notify the SFWIB in writing within thirty (30) calendar days of said reduction decision.

Article VIII
Project Budget and Method of Payment

- 8.1 The SFWIB agrees to provide a payment request to the County, in accordance with the services identified in the Scope of Work (Exhibit A, A-1, A-2 and A-3). The payment request shall be properly documented and prepared in accordance with the County's policies. In addition, payment request to the County need to include the following information:
- Company Name and/or DBA (doing business as name) must be clearly stated
 - Correct Remittance Address
 - Invoice Number
 - Invoice Date
 - Amount
 - Name of the department or section for whom services were rendered or goods delivered/provided (i.e. the ship-to-address)
 - Current/Valid Purchase Order Number or EPR Number (if applicable)
- A. The County may suspend payment in whole or in part under this Agreement pending the receipt and approval by the County of all reports and documents due from the SFWIB as part of this Agreement and any modifications thereto. If payments are suspended, the County shall specify the actions that must be taken by the SFWIB as condition precedent to resumption of payments and shall specify a reasonable date for compliance.
 - B. Payments will not be made without original and non-expired certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the County's Internal Services Department, Risk Management Division, as specified under Article X, Section 10.1 of this Agreement.
 - C. The contract close-out invoice for this Agreement, along with any outstanding reports, shall be submitted by SFWIB to the County **no later than forty-five (45) days** following the end of this Agreement's contract period. If SFWIB fails to comply, all rights to related payment will be forfeited.
 - D. SFWIB agrees to summarize and provide the quarterly expenses and reports no later than five (5) calendar days after the last day of the quarter to the Office of Management and Budget, Grants Coordination Division at the location listed in Section 8.4 below.

- 8.2 At the option of the County, payment shall be consistent with the SFWIB's approved Budget (shown as Exhibit B and Exhibit B-1 attached herewith); and on the basis of the following Deliverables (documentation of work performed under this Agreement as detailed in Exhibit A), attached herewith:
- 8.3 Notwithstanding any provision set forth herein, the County retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SFWIB to which the SFWIB was not entitled. Upon written notice to the SFWIB, the County shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the SFWIB. Upon withholding or seeking reimbursement from the SFWIB, the County has the right to retain said funds. Notice shall be provided by the County to the SFWIB in a timely manner, not to exceed thirty (30) calendar days from the date the County is informed by the SFWIB or other source, or the County discovers through its independent inspection, review, or audit pursuant to Article II, Sections 2.1 (F) of this Agreement that the SFWIB was not entitled to any or all funds claimed under this or any current or prior Agreement between the SFWIB and the County. Notwithstanding the County's rights as described herein, the County shall communicate and work with the SFWIB to ensure compliance with this Agreement and to further ensure that the issuance of the notice described in this Section 8.3 is warranted.
- 8.4 The SFWIB agrees to send all invoices and reports to the following address:

**Miami-Dade County
Corrections and Rehabilitation Department
Reentry Program Services Bureau
2525 NW 62nd Street, 3rd Floor
Miami, Florida 33147
Attention: Joel F. Botner, Commander and Program Coordinator
Email: Joel.Botner@miamidade.gov**

- 8.5 Documents requiring original signatures must be mailed or hand delivered to the address listed directly above in Section 8.4.
- 8.6 The County agrees to review invoices and to inform the SFWIB of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the Miami-Dade County Project Second Chance for Incarcerated Parents with Minor Children Project shall be mailed to the SFWIB, or if approved, via electronic transfer (direct deposit) by the County's Finance Department.
- 8.7 The SFWIB agrees to comply with any changes to the reimbursement procedures specified by the County, including changes to required information and format of monthly reimbursement reports.

Article IX
Representations and Warranties

9.1 The SFWIB represents and warrants to the County as follows:

- A. **Government Business.** The SFWIB is a Government Business under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The SFWIB is aware of and is in compliance with all material applicable State and Federal laws.
- B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the SFWIB. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the SFWIB or any of its officers.
- C. **Solicitation of this Agreement.** The SFWIB has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the SFWIB paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

Article X
Insurance and Indemnification

10.1 **Insurance.**

If the total dollar value of all County contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes. The Provider shall also furnish the County, upon request, written verification of Worker's Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.** Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami-Dade Corrections and Rehabilitation Department, 2525 NW 62 Street, 3rd Floor, Miami, Florida 33147, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

1. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

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

2. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.
3. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

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

5. Professional Liability Insurance in the name of the Providers, when applicable, in an amount not less than \$250,000.
6. 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:
 - a) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division

OR

- b) 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.
7. Compliance with the foregoing requirements shall not relieve the Providers of its liability and obligations under this Section or under any other section of this Agreement.
8. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Agreement.
9. Applicability of this section of the Agreement affects Providers whose combined total award for all services funded under this Agreement exceed a \$25,000

threshold. If the Provider's original total combined award is less than \$25,000, but the Provider receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements of this section shall apply.

10. Failure to Provide Certificates of Insurance. The Provider shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement (October 1, 2019 through September 30, 2021). If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

10.2 Indemnification by the SFWIB.

- A. **Governmental Entity Indemnification.** Subject to the limitations of section 768.28, Florida Statutes, as may be amended, SFWIB shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's 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 SFWIB or its employees, agents, servants, partners, principals or subcontractors. Additionally, SFWIB 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, subject to the limitations of section 768.28, Florida Statutes, as may be amended. SFWIB expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by SFWIB or self-insurance 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.
- B. **Governmental Entities Indemnification.** To the extent permitted by law and as limited by section 768.28, Florida Statutes, the County shall assume the liability arising from acts taken by its personnel pursuant to this Agreement. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees, or agents of the other participating Partner of this Agreement, principally, SFWIB.
- C. **Term of Indemnification.** The provisions of this Section IV shall survive the expiration or termination of this Agreement.

Article XI
Conflict of Interest

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

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

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

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

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

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

11.3 No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the SFWIB, who is in the position of authority, and who

exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services to an employee of the SFWIB as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the SFWIB, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the SFWIB's employee(s) or service program.

Article XII
Term of Agreement

- 12.1 **Effective Term.** The effective term of this Agreement for the Project shall commence on October 1, 2019 and terminate on September 30, 2021 (Termination Date). Notwithstanding the Termination Date, the obligations of the Parties to this Agreement shall cease following a 45-day Project close-out period.

Article XIII
Suspension, Debarment and Termination

13.1 **Suspension.**

The County may, for reasonable cause, temporarily suspend the SFWIB's operations and authority to obligate funds under this Agreement or withhold payments to the SFWIB pending necessary corrective action by the SFWIB or both.

Reasonable cause shall be determined by the County, in its sole and absolute discretion, and may include:

- A. Ineffective or improper use of any funds provided hereunder by the SFWIB;
- B. Failure by the SFWIB to materially comply with any terms, conditions, insurance requirements, representations, or warranties contained herein;
- C. Failure by the SFWIB to submit any documents required under this Agreement;
or
- D. The SFWIB's submittal of incorrect or incomplete documents.

13.2 **Debarment.**

- A. Pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension," certain contracts shall not be made to parties listed on the non-procurement portion of the United States General Services Administration's "Lists of Parties Excluded from federal procurement or Non-procurement Programs". The SFWIB, with an award in excess of \$100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The SFWIB shall have a continuing obligation to notify the County in

writing within ten (10) calendar days of any changes in their exclusion status throughout the term of this Agreement. The failure of the SFWIB to notify the County of any changes in their exclusion status shall constitute a breach of this Agreement.

- B. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from the County's contracting for up to five (5) years.

13.3 Termination.

- A. **Termination at Will**-This Agreement, in whole or in part, may be terminated by written notice from the County, when the County determines that it would be in the best interest of the County, or if SFWIB materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The SFWIB will have five (5) business days from the day the notice is delivered to state why it is not in the best interest of the County to terminate the Agreement. However, it is up to the County to make the final determination as to what is in its best interest.
- B. **Termination for Convenience**-The County and SFWIB may terminate this Agreement by written notice in whole or part, when the Parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the contract award will not accomplish the purposes for which the Grant was made, the County may terminate the Agreement in its entirety. The County will consider the SFWIB's request for termination for convenience on a case-by-case basis, and shall not unreasonably deny said request as long as the SFWIB has satisfactorily demonstrated to the County that such termination for convenience would not impair or hinder service delivery to the SFWIB's participants.

If the SFWIB decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other SFWIB's or funding streams) must be made to ensure minimal interruption of treatment provided to service recipients enrolled in the program(s) funded herein. The SFWIB will be responsible for ensuring that special needs and rights of service recipients are taken into account, to all extent possible, when referrals are made.

- C. **Termination Because of Lack of Funds**-In the event funds to finance this Agreement become unavailable, the County may terminate this Agreement upon no less than thirty (30) calendar days' notice in writing to the SFWIB. Said notice shall be sent either by electronic mail, facsimile, certified mail with return receipt, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available.
- D. **Termination for Breach**-The County may terminate this Agreement, in whole, or in part, when the County determines in their sole discretion that the SFWIB is not making sufficient progress in its performance of this Agreement outlined in

(Exhibit A, A-1, A-2 and A-3), Scope of Work, or is not materially complying with any term or provision provided herein, including, but not limited to, the following:

1. The SFWIB ineffectively or improperly uses the funds allocated under this Agreement;
2. The SFWIB does not furnish the Certificates of Insurance required by Article X, Section 10.1, of this Agreement, if applicable, or as determined by the County's Internal Services Department, Risk Management Division;
3. The SFWIB does not submit or submits incomplete or incorrect required reports;
4. The SFWIB refuses to allow the County, DOJ, or their authorized representatives access to records or refuses to allow the County to monitor, evaluate, and review the SFWIB's programs funded under this Agreement;
5. The SFWIB discriminates under any of the laws outlined in this Agreement;
6. The SFWIB, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;
7. The SFWIB falsifies or violates the provisions of the Drug Free Workplace Affidavit;
8. The SFWIB attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
9. The SFWIB fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;
10. The SFWIB fails to meet the material terms and conditions of any obligation under any contract or any repayment schedule to the County or any of its agencies or instrumentalities;
11. The SFWIB fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits and Authorized Signature documents [(Exhibit D) Exhibit D-1: Miami-Dade County Vendor Affidavits; Exhibit D-2: State Public Entities Crime Affidavit; Exhibit D-3: Subcontractor and Supplier Disclosure Affidavit; Exhibit D-4: Internal Services Department (ISD) Form 7 Subcontractor/Supplier Listing; Exhibit D-5: Collusion Affidavit; Exhibit D-6: Due Diligence Affidavit; and Exhibit D-7: Authorized Signature Form]; or
12. The SFWIB fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement.

The SFWIB shall be given written notice of the claimed breach and ten (10) business days to cure same to the County's reasonable satisfaction. Unless the SFWIB's breach is waived by the County in writing, if the SFWIB fails to take sufficient steps to cure the breach within ten (10) business days after receipt of notice of the breach, the County may, by written notice to the SFWIB, terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Notwithstanding the County's right to terminate this Agreement pursuant to this Article, the SFWIB shall be liable to the County, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as it may be amended, if applicable, for damages sustained by the County by virtue of any breach of this Agreement or any other agreement by the SFWIB, and the County may withhold any payments due to the SFWIB until such time as the exact amount of damages due to the County from the SFWIB is determined and properly settled. Additionally, the County retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the SFWIB to which the SFWIB was not entitled. The SFWIB shall be responsible, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as it may be amended, if applicable, for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

In the event this Agreement is terminated, the SFWIB shall provide the County with a Transitional Plan no later than thirty (30) calendar days after receipt of any notice of termination or Notice of Event of Default from the SFWIB or the County. This Transitional Plan shall include, but is not limited to, steps the SFWIB shall take to ensure that their participants are notified in a timely manner of the cessation of services under this Agreement and a plan for referral to a County-approved service provider(s). Additional requirements for the Transitional Plan may be included at the County's discretion.

Article XIV
Event of Default

- 14.1 An Event of Default shall mean a breach of this Agreement by the SFWIB. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- A. The SFWIB has not delivered Deliverables in a timely manner.
 - B. The SFWIB has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff/Personnel;
 - C. The SFWIB has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - D. The SFWIB has become insolvent (other than as interdicted by the bankruptcy

laws), or has assigned the proceeds received for the benefit of the SFWIB's creditors, or the SFWIB has taken advantage of any insolvency statute or debtor/creditor law or if the SFWIB's affairs have been put in the hands of a receiver;

- E. The SFWIB has failed to obtain the approval of the County where required by this Agreement;
 - F. The SFWIB has failed to provide "adequate assurances" as required under Section 14.2 below;
 - G. The SFWIB has failed in the representation of any warranties stated herein; or
 - H. The SFWIB has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and in Article II, Section 2.1 (S) of this Agreement.
- 14.2 When, in opinion of the County, reasonable grounds for uncertainty exist with respect to the SFWIB's ability to perform the Services or any portion thereof, the County may request that the SFWIB, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the SFWIB's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the SFWIB for portions of the services which the SFWIB has not performed. In the event that the SFWIB fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- A. Treats such failure as a repudiation of this Agreement;
 - B. Resort to any remedy for breach provided herein or at law, including, but not limited to, immediately taking over the performance of the services or any part thereof either by itself or through others.
- 14.3 In the event the County shall terminate this Agreement for default, the County or its respective designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, excluding such original reports, documents, and data that must remain in custody of the SFWIB for regulatory reasons, statutory reasons, or accreditation requirements.

Article XV
Notice of Default – Opportunity to Cure/Termination

- 15.1 If an Event of Default occurs, in the determination of the County, the County may so notify the SFWIB ("Default Notice"), specifying the basis for such default, and advising the SFWIB that such default must be cured immediately or this Agreement may be terminated. Notwithstanding, the County may, upon mutual agreement, allow the SFWIB to rectify the default to the County's reasonable satisfaction within a ten (10) calendar day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the SFWIB has commenced curing such default and is effectuating a cure with

diligence and continuity during such ten (10) calendars day period or any other period which the County prescribes. The default notice shall specify the date the SFWIB shall discontinue the Services upon the Termination Date.

Article XVI
Remedies in the Event of Default

- 16.1 If an Event of Default occurs, the SFWIB shall be liable for all damages, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, resulting from the default, including, but not limited to:
- A. The difference between the cost associated with procuring services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs, if applicable; and
 - B. Such other direct damages as a court of competent jurisdiction adjudicates.
- 16.2 The SFWIB shall also remain liable for any liabilities and claims related to the SFWIB's default, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable.
- 16.3 The County may also bring any suit or proceeding for specific performance or for an injunction.

Article XVII
**Office of Inspector General/Independent Private Sector Inspectors General/
U.S. Inspector General**

17.1 Independent Private Sector Inspector General Reviews (IPSIG)

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

17.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts,

throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be sole responsibility of the County .

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and SFWIB contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the SFWIB, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

17.3 DOJ Inspector General

Pursuant to the Uniform Guidance (2 CFR Part 200), the Inspector General or the Inspector General's Designee may audit SFWIB's books, records and electronic files. The DOJ Office of the Inspector General also maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Article XVIII
Miscellaneous Provisions

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

If to the County:

Miami-Dade County
Corrections and Rehabilitation Department
Reentry Program Services Bureau
2525 NW 62nd Street, 3rd Floor
Miami, Florida 33147
Attention: Joel F. Botner, Commander and Program Coordinator
Email: Joel.Botner@miamidade.gov

And

If to the SFWIB:

South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234
Attention: Rick Beasley, Executive Director
Electronic mail: rick.beasley@careersourcesfl.com

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

- 18.2 In addition, the SFWIB must comply with all applicable County and DOJ contracting requirements, including all required affidavits referenced in this Agreement.
- 18.3 Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on each respective Party unless in writing and signed by the Parties and approved for legal sufficiency by the County Attorney's Office, provided, however, that the County may effect amendments to this Agreement without the written consent of the SFWIB, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State, and Federal governments. The Parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.
- 18.4 Nothing herein shall alter, affect, modify, change, or extend any other agreement between the SFWIB and the County, or any department of the County unless specifically stated herein.

- 18.5 All reports, plan surveys, information documents, tapes and recordings, maps, electronic files, other data and procedures, developed, prepared, assembled or completed by the SFWIB or its Subcontractor(s) for the purpose of this Agreement, unless otherwise required by law or regulation, without restriction, reservation or limitation of their use and shall be made available by the SFWIB or its Subcontractor(s) at any time upon request by the County. Upon completion of all work contemplated or performed under this Agreement, copies of all of the above data shall be delivered to the County upon request and in an appropriate and an agreed upon specified format.
- 18.6 When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with County or grant money, the SFWIB shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with County or grant money; (2) the dollar amount of County or grant funds for the project or program; and, (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 18.7 In accordance with the Miami Dade County Administrative Order No. 3-29, contractors that are in arrears to the County in excess of the enforcement threshold are prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.
- 18.8 In accordance with Miami-Dade County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for County contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. SFWIB is required to submit an affidavit (see Exhibit D-5 of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

Article XIX
Business Applications and Forms

- 19.1 Business Application. If applicable, the SFWIB shall be a registered vendor with the County's Internal Services Department, Procurement Management Division, for the duration of this Agreement. It is the responsibility of the SFWIB to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.
- 19.2 Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the Miami-Dade County's Commission on Ethics and Public Trust prior to their or their

immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Miami-Dade County Commission on Ethics and Public Trust. The Ethics Commission can be reached by calling the Ethics 24-hour Hotline at (786) 314-9560, or by visiting the Ethics Commission's website at <http://ethics.miamidade.gov/contact.asp>.

Article XX
Patent and Copyright Indemnification

- 20.1 SFWIB to the best of its knowledge and belief warrants that all Deliverables furnished hereunder, including but not limited to, equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- 20.2 SFWIB shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets, other intellectual property rights, or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the SFWIB at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County, subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable, and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- 20.3 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the SFWIB shall have the obligation to, at the County's option, as applicable, (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing the County's rights provided under this Agreement to use the item(s).
- 20.4 The SFWIB shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The SFWIB shall enter into agreements with all suppliers and subcontractors at the SFWIB's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's mutual judgment, use thereof would delay the Work or be unlawful.

- 20.5 SFWIB acknowledges that the Agreement and any other documents submitted to the County, or obtained by the County pursuant to this Agreement will be a public document, and may be available for inspection and copying by the public pursuant to the Florida Public Records Act notwithstanding any statements of confidentiality, proprietary information, copyright information, or similar notation. Failure to adhere to this provision will result in a negative audit finding, cost disallowance, or grant funding offset. Notwithstanding the foregoing, should information be marked "trade secret" or deemed confidential and/or statutorily exempted from, the parties will work together, as appropriate, to afford the appropriate statutory protections. However, SFWIB shall defend or indemnify the County in any case or suit resulting from or relating to its claimed trade secret, confidentiality, or exemption.

Article XXI
Bankruptcy

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

Article XXII
Order of Precedence

- 22.1 All transactions are subject to the terms of the documents listed below, which are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between this Agreement and Exhibits "A" through "D" will be resolved in the order in which they are listed.

1. The Terms and Conditions in this Agreement;
2. The special conditions contained in Exhibits "A" through "D" attached herewith:

Exhibit A – Scope of Work

Exhibit A-1: Logic Model

Exhibit A-2: Timeline

Exhibit A-3: Job Readiness Training Services and Employment Placement Partner Quarterly Tasks, Timeline, Deliverables and Invoice

Exhibit B – Project Budget

Exhibit B-1: The SFWIB Project Budget

Exhibit C – DOJ Grant Award Agreement and Special Conditions Documents

Exhibit D – Affidavits and Authorized Signatures

Exhibit D-1: Miami-Dade County Vendor Affidavits

Exhibit D-2: State Public Entities Crime Affidavit

Exhibit D-3: Subcontractor and Supplier Disclosure Affidavit

Exhibit D-4: Internal Services Department (ISD) Form 7
Subcontractor/Supplier Listing

Exhibit D-5: Collusion Affidavit
Exhibit D-6: Due Diligence Affidavit
Exhibit D-7: Authorized Signature Form

Article XXIII
Survival

- 23.1 The respective obligations of the SFWIB and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

Article XXIV
General Provisions

- 24.1 This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- 24.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the County, the SFWIB and DOJ, and their successors and assigns. No other person shall have standing to require satisfaction of such conditions, and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement. Further, the County makes no representations and assumes no duties or obligations as to third parties concerning the quality of the Services provided by the SFWIB.
- 24.3 The Parties acknowledge that the Project Second Chance for Incarcerated Parents with Minor Children grant funds allocated to the SFWIB, or to any other participating party, as described in this Agreement, shall not be deemed to be an assignment of such funds. Accordingly, neither the SFWIB nor any other participating party, shall succeed to any rights or benefits of the County under the County's Grant Award Agreement with DOJ, or attain any privileges, authorities, interests, or rights in or under the County's Grant Award Agreement. The SFWIB further agrees to include this disclaimer in each of its future agreements or contracts with any partner, participating party, or any other party involving the use of the MDCRD Project Second Chance program grant funds.
- 24.4 The Parties acknowledge that nothing contained in the County's Grant Award Agreement with DOJ, or in any agreement between the parties shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving DOJ, except between DOJ and the County, on behalf of the County as provided under the terms of the County's Notice of Award.
- 24.5 In those situations where this Agreement imposes an indemnity obligation on the SFWIB, the County may, at its own expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the SFWIB fails to diligently defend such claims, and thereafter

seek indemnity for costs from the SFWIB.

- 24.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the SFWIB and the County, or any department of the County unless specifically stated herein.
- 24.7 Review of this Agreement. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the review of this Agreement.
- 24.8 Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- 24.9 The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law. In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 24.10 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other Parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 24.11 This Agreement shall be governed under the laws of the U.S. Government and the State of Florida as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.
- 24.12 This Agreement may be amended only with the written approval of the Parties hereto.
- 24.13 The parties, through their representatives, are duly authorized to execute and deliver this Agreement. The Parties further represent that their obligations under this Agreement are valid and enforceable in accordance with their terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE

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

**SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD**

By: _____

Name: Rick Beasley

Title: Executive Director, SFWIB

Date: _____

Attest: _____

Authorized Person or Notary
Public

Print
Name: _____

Title: _____

Date: _____

Corporate Seal or Notary Seal/Stamp

**MIAMI-DADE COUNTY AS
GRANTEE AND FISCAL AGENT FOR
THE ELEVENTH JUDICIAL CIRCUIT OF
FLORIDA**

By: _____

Name: Carlos A. Gimenez or Designee

Title: Mayor

Date: _____

Attest: _____

Harvey Ruvim, Clerk
Board of County Commissioners

By: _____

Name: _____
Deputy Clerk

Date: _____

Approved for form and legal sufficiency:

Assistant County Attorney

EXHIBIT A

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK

EXHIBIT A

MIAMI-DADE COUNTY CORRECTIONS AND REHABILITATION
DEPARTMENT (MDCRD)

SCOPE OF WORK

SECTION A: GENERAL INFORMATION

Name of Organization: South Florida Workforce Investment Board d/b/a CareerSource South Florida

Program Name: MDCRD Project Second Chance for Incarcerated Parents with Minor Children

Program Funding Amount: \$135,000.00 Contract Period: Jan. 1, 2020 – Sept. 30, 2021

SECTION B: PROGRAM PLAN

1. Briefly summarize your program:

The Miami-Dade County Corrections and Rehabilitation Department (MDCRD) applied for a grant from the United States Department of Justice (DOJ) in the amount of \$698,315 for Project Second Chance for Incarcerated Parents' with Minor Children. The DOJ grant project will improve services for incarcerated parents and their children by developing strategies and activities that foster positive family engagement, reduce violence, and protect law enforcement in the facility.

The MDCRD will implement Project Second Chance for Incarcerated Parents' with Minor Children," in the County Jail. Children of incarcerated parents are a subset of American children at risk. They are overlooked both in the criminal justice system and in social service circles. The Department will enhance and expand services to children of incarcerated parents by facilitating access to effective services that can strengthen the relationship between incarcerated parents and their children and address the issues affecting parents and their children, such as suicide, alcohol and substance abuse, mental health issues, domestic and sexual abuse, financial instability, and their impact on both the child and the locality they live in. Over twenty-one (21) months, 90 inmate parents will participate. The project will serve inmate parents with an average of two minor children, ages two months to 17 years, for a total of 180 children.

The Department will partner and subcontract with the SFWIB to: 1) Deliver pre- and post-transition reentry services to inmate parents; 2) Provide Workforce Readiness and Employability Skills Course; 3) Develop and implement Individual Reentry Plans; 4) Assign a Workforce Program Supervisor to facilitate job placement; 5) Develop job/training opportunities and secure employment for participants; and 6) Conduct 30 and 60-Day employment follow up.

CLIENT ELIGIBILITY AND DEMOGRAPHICS

2. The program will serve what target population(s)?

The project will serve 90 MDCRD Inmate parents with minor children

EXHIBIT A

3. What is the age range of clients participating in the program?

Over twenty-one (21) months, 90 inmate parents will participate. The project will serve inmate parents with an average of two minor children, ages two months to 17 years.

4. What are the eligibility standards for clients benefitting from the program?

MDCRD inmates who are parents with minor children, ages two months to 17 years.

5. In what Commission District(s) are program services provided? (Check all that apply.)

- | | | | | | | | |
|--------------|-------------------------------------|--------------|--------------------------|--------------|--------------------------|--------------|--------------------------|
| County-wide: | <input checked="" type="checkbox"/> | District 1: | <input type="checkbox"/> | District 2: | <input type="checkbox"/> | District 3: | <input type="checkbox"/> |
| District 4: | <input type="checkbox"/> | District 5: | <input type="checkbox"/> | District 6: | <input type="checkbox"/> | District 7: | <input type="checkbox"/> |
| District 8: | <input type="checkbox"/> | District 9: | <input type="checkbox"/> | District 10: | <input type="checkbox"/> | District 11: | <input type="checkbox"/> |
| District 12: | <input type="checkbox"/> | District 13: | <input type="checkbox"/> | | | | |

6. Based on the amount of funding being provided by SAMHSA what is the maximum capacity for the program?

- 90 inmate parents over twenty-one (21) months.
- Up to 180 children of inmates over twenty-one (21) months.
- Families' of inmates and children (caregivers, spouses, and siblings).

EXHIBIT A

Contract #: MDC - SFWB
 Program: MDCRD Project

PROFILE OF SERVICES

7. Complete the table(s) on the next page(s):

Activity:	Location	Number of Unduplicated Clients:	Frequency	Objectives:
1. Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.	The MDCRD jail facilities South Florida Workforce Investment Board Airport Corporate Center 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126-1234	90 Inmates	Monthly	Outputs: 90 inmate parents.
				Anticipated Outcomes: 100% of participants will receive pre-/post-reentry services.
				Method of Measurement Participation, attendance, and motivation/enthusiasm. Prepare semi-annual progress reports for the MDCRD.

Activity:	Location	Number of Unduplicated Clients:	Frequency	Objectives:
2. Provide Workforce Readiness and Employability Skills	The MDCRD jail facilities	90 Inmates	On-going basis as MDCRD selects inmates to take 18-20	Outputs:
				90 inmate parents.
				Anticipated Outcomes:

eh

Contract #: MDC - SFWIB
 Program: MDCRD Project

ATTACHMENT A

PROFILE OF SERVICES

Training/Course.	South Florida Workforce Investment Board Airport Corporate Center 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126-1234	hours of instruction on a weekly basis.	100% attendance and successful completion of class. Completing the on-boarding process, satisfying job performance standards, managing personal finance. Prepare a resume, cover letter and thank you letter and mock job Interviews. <hr/> Method of Measurement: Certification of Completion.
-------------------------	---	---	---

Activity:	Location	Number of Unduplicated Clients:	Frequency	Objectives:
3. In concert with Children of Inmates, develop and implement strategies and a Reentry Plan.	South Florida Workforce Investment Board Airport Corporate Center 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126-1234	90 Inmates	One per inmate parent.	Outputs: 90 Individual Reentry Plans will be developed. <hr/> Anticipated Outcomes: 100% of the 90-inmate parent will receive an individual reentry plan. <hr/> Method of Measurement: Copy of Individual Reentry Plan.

Contract #: **MDC - SFWIB**
 Program: **MDCRD Project**

ATTACHMENT A

PROFILE OF SERVICES

Activity:	Location	Number of Unduplicated Clients:	Frequency	Objectives:
4. Assign a Workforce Program Supervisor to the project to facilitate job placement.	South Florida Workforce Investment Board Airport Corporate Center 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126-1234	90 inmates	On-Going	Outputs: 90 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals and job placement.
				Anticipated Outcomes: 100% of the 90-inmate parent will be assigned to a Workforce Program Supervisor and will receive quality job referrals.
				Method of Measurement: Copy of Job Referrals.

Activity:	Location	Number of Unduplicated Clients:	Frequency	Objectives:
5. Develop job training opportunities and secure employment for participants.	South Florida Workforce Investment Board Airport Corporate Center 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126-1234	90 inmates	On-Going	Outputs: 90 inmate parents will obtain employment.
				Anticipated Outcomes: 100% of the 90-inmates will obtain employment.
				Method of Measurement: Copy of Employment Verification Form.

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Contract #: MDC - SFWIB
 Program: MDCRD Project

ATTACHMENT A

PROFILE OF SERVICES

Activity:	Location	Number of Unduplicated Clients:	Frequency	Objectives:
6. Conduct 30 and 60-day employment follow up.	South Florida Workforce Investment Board Airport Corporate Center 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126-1234	90 inmates	On-Going	<p>Outputs: 90 employment follow-ups phone calls to employers 30 and 60 days after employment.</p> <p>Anticipated Outcomes: 90% of the 90-inmate parents who secure employment will be employed for 30 days (81); and 70% of the 90-inmate parents will be employed for 60 days (64).</p> <p>Method of Measurement: Completed Employment Verification Forms at 30 days and 60 Days.</p>

Contract #: MDC - SFWIB
 Program: MDCRD Project

ATTACHMENT A

Staffing Plan:

8. Please include only those positions that are paid for by DOJ and listed in your Budget.

Position	If filled, provide person's name. If vacant, provide anticipated hire date.	Key Responsibilities	Licenses/Certifications (if applicable)	Employee (Full-Time, Part-Time), Subcontractor
Workforce Program Supervisor	January 1, 2020- Expected hire date	Oversees the day-to-day operation and evaluates programs' effectiveness and ensures that operational and contract requirements are met. Responsible for monitoring progress on inmates' Individual Reentry Plans; provide wrap around services; maintain and update files; prepare reports and maintain contact with inmates to ensure employment continuation at 30 and 60 day benchmark dates. Monitors and analyzes performance on an ongoing basis, and reports progress made towards performance goals to management and implements Quality Assurance/Improvement strategies. Responsible for creating Individual Reentry Plans for Second Chance Act inmates who successful complete the Workforce Readiness Course within a MDCRD facility; enroll inmates in training where needed; schedule job interviews; prepare inmates for interviews; assist them secure and sustain employment; maintain communication with them after employment to assist them with job related questions and continuous training.	None	Full-time (100% FTE)

ATTACHMENT A

9. If applicable, what are the completion requirements of the program?

Complete requirements of Workforce Readiness and Employability Skills Course; upon release from MDCRD facility, meet with the SFWIB Workforce Program Supervisor; complete the on-boarding process; complete additional training when necessary; interview for jobs; and satisfy job performance standards; and remain continuously employed at 30 and 60 days benchmark dates.

10. Is any follow-up conducted with clients? If so, please describe:

Inmate parents will be contacted 30 and 60 days after employment to track success.

11. Will the program be available year round? If not, please explain any time periods when services will not be offered and why?

Services will be available year-round.

SECTION C: ORGANIZATIONAL SUPPORT ACTIVITIES

12. Describe how your organization will publicize availability of this program to the community:

The SFWIB shall have a PSA with the County's Corrections and Rehabilitation Department, to provide classes, job training and placement services.

13. How will your organization provide continuous quality control of this program, including its staff and operations?

MDCRD's Children of Inmates Program Coordinator will select eligible inmates to attend the Workforce Readiness and Employability Skills Course. Course rosters will be created once MDCRD identifies eligible and interested inmates. Instructor will maintain and retain course rosters and take attendance at the start of each class. Upon course completion and release from a MDCRD facility, the SFWIB shall prepare formal job referrals for inmates to interview for jobs. The SFWIB shall maintain initial and continuous communication with inmates via case notes recorded in organization's database tracking system. The SFWIB shall maintain Individual Reentry Plans and monitor inmates' progress towards satisfying key benchmarks. The SFWIB shall also track employment benchmarks through verifications directly with employers and statewide Work Number Verifications and/or SUNTAX database.

SECTION 4: CERTIFICATION

I certify that the services in the Scope of Work will be carried out as described above. I also understand that I must receive prior formal approval from Miami-Dade County's Corrections and Rehabilitation Department for any variations from the operations and performance described above.

Signature

Print

EXHIBIT A-1

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

LOGIC MODEL

**Miami-Dade County Corrections and Rehabilitation Department
Project Second Chance for Incarcerated Parents with Minor Children
Logic Model**

Problem	Sub-Problem	Activities	Output Measures (21-Mos.)	Outcome Measures Short Term	Outcome Measures Long Term
The nature and scope of the problem to be address is the impact of parental incarceration on families and children.	Children of incarcerated parents are a subset of American children at risk. They are overlooked both in the criminal justice system and in social service circles.	Program Services	Activities and number of participants		
Goals	Objectives				
1) Promote and expand services in the County Jail to meet the needs of incarcerated parents and their minor children.	To improve services for incarcerated parents and their children by developing strategies and activities that foster positive family engagement, reduce violence, and protect law enforcement in facilities.	Miami-Dade Corrections and Rehabilitation Department: 1. Provide the facility with staffing, equipment, tools, resources, and assistance to engage in multidisciplinary partnerships that will promote the implementation of data-driven and balanced prevention, intervention, enforcement, and reentry strategies to address challenges encountered by incarcerated parents and their children. 2. Enhance and expand services to children of incarcerated parents by facilitating access to effective services that can strengthen the relationship between incarcerated parents and their	1) Partner planning meetings #6 2) Quarterly partnership coordination meetings #12 3) Identify and enroll inmate parents #90 4) Conduct Risk Assessments	Increased coordination, planning, and enhanced services to inmate parents Increased coordination, planning, and enhanced services to children and families	On-going capacity development On-going coordination and planning

		<p>children and address the issues affecting parents and their children, such as suicide, alcohol and substance abuse, mental health issues, domestic and sexual abuse, financial instability, and their impact on both the child and the locality they live in.</p> <p>3. Develop safety protocols and procedures for children who are visiting their incarcerated parents.</p> <p>4. Conduct Reentry Planning for parent inmates.</p> <p><i>2. Visitations and Family Contacts:</i> The department will provide services and activities during each one-year program cycle with 45 parents commencing 1/1/2020 through 9/30/2021 for twenty-one (21) months: 1) Administer the Ohio Risk Assessment tool to determine recidivism risk; 2) Continue current Family Visits (up to 2 per week) 'under-glass,' for 1-hour; 3) Increase current Family Bonding Visits (3 per year), in duration from 3 hours to 4 hours per visit; 4) Increase current Mother and Father's Day visits for families in duration from 2 hours to 4 hours; 5) Continue Family visits for inmate Graduation Programs (GED (2), Vocational Training Program (2), Peace Education Program (Behavior and Life Skills) (1); and 6) Create a Reentry Plan for parents.</p>	<p>#90</p> <p>5) Contact children and family members for enrollment #180</p> <p>6) Develop a coordinated continuum of care for service delivery process #1</p> <p>7) Services to inmate parents #90</p> <p>8) Services to children and families #180</p> <p>9) Initiate the preparation of inmate's Reentry Plan #90</p>		
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Exhibit A-1

<p>2) Provide positive family engagement strategies and activities that increase and enhance communication between the child and their parents.</p>	<p>To establish and expand the services, programs and the opportunity for parent/child engagements for incarcerated parents.</p>	<p>Children of Inmates, Inc. (COI): 1) <i>Conduct Bonding Preparation Session</i> – Practical, contextualized education sessions provided to incarcerated individuals participating in the program to orient them to the upcoming bonding program. 2) <i>Conduct Bonding Trips (Incarcerated Parent/Caregiver)</i> – Scheduled, structured sessions during which incarcerated parents/ caregivers participating in the program can interact with their children as facilitated with COI representatives to promote bonding between the children and the incarcerated parent/caregivers as part of the COI's comprehensive case management goals. The bonding program will include an after-event. 3) <i>Inmate Information Sessions</i> – Session providing information to incarcerated participants enrolled in the program as part of a comprehensive case management services. Information sessions may include sessions to provide the "Babies'N Brains" curriculum and other education curriculum information to facilitate incarcerated parents helping to 'raise' their children into productive citizens. 4) <i>Intensive Home Visits</i> -- Engagement of COI staff and caregivers in the child's home to complete developmental assessments, provide feedback to the caregivers and incarcerated parent of the</p>	<p>1) Services to inmate parents #90 2) Services to children and families #180</p>	<p>Improved parent-child relationships Improved inmate parent and family relationships Improved school behaviors by children Improved peer relationship, reduction in emotional and psychological problems by children</p>	<p>Modified participant behavior, refrain from criminal behavior, productive citizen Improved parent-child and family bonding Improved school academic performance Increased self-esteem and self-worth by children</p>
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		<p>health and developmental status of their child, and to observe and assess the home environment.</p> <p>5) <i>Comprehensive Case Management: Care Coordination</i> – Comprehensive case management and care coordination will include providing practical services to caregivers and providing ongoing care coordination for family units. It may involve seeking, obtaining and making referrals for external services to address basic, therapeutic, behavioral, health financial or other needs, and/or providing counseling, tutoring or other individualized services for infant, youth, and teenage engagement in to encourage positive developmental outcomes either within or external to the home setting.</p> <p>6) <i>Comprehensive Case Management: Facilitated Family Unit Support Groups/Community Events</i> – Activities to support caregivers of infant and infants, youth, and teenage engagement in education and collective activities to encourage positive developmental outcomes.</p> <p>7) <i>Advocacy Events/Community Engagements</i> – A core service of Children of Inmates is to provide advocacy to raise awareness and provide public education about the needs of children of incarcerated individuals. For example, COI would consider hosting a research meeting to</p>			
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		<p>discuss how to help young children with incarcerated parents, inviting research scholars and public officials in collaboration with the MDCR Department. These events highlight the successes in working with families.</p> <p>South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB): 1) <i>Provide a Workforce Readiness and Employability Skills Course Program</i> – SFWIB will teach the Workforce Readiness and Employability Skills course to incarcerated parents over a 6-month project period, one night a week for two hours a class, for two program cycles. The course will include, but will not be limited to: Behavioral Soft and Hard Skills; Career Exploration; Education and Employment Goal Setting; Production of Business Documents (e.g., resume, cover letter and thank you letter); How to Explain Criminal Record during Job Interview and Beyond; Participation in a Mock Job Interviews; Onboarding Process: How to Complete a W-4 Form and USCIS I-9 Form; How to Understand a Payroll Earnings Statement: Gross Pay, FIT, FICA, Net Pay; How to Interpret W-2 Form; How to File Federal Taxes; and How to Conduct a Job Search with an Employ Miami-Dade (“EMD”)/Employ</p>	<p>3) Services to inmate parents #90</p> <p>4) Services to children and families #180</p> <p>5) Complete the preparation of inmate’s Reentry Plan #90</p>	<p>Life skills and financial skills development Inmate parent obtains employment, vocational training, and/or educational credential</p> <p>Changed attitudes in favor of responsible parenting</p>	<p>Improved preparation to reenter society</p> <p>Inmate parent obtains a marketable skill and/or educational credential</p> <p>On-going positive family behaviors in support of a caring and nurturing parent-child, and family relationships</p>
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	<p>Monroe ("EM") account. 2) <i>Job Referral and Employment Placement Services Program</i> – Participants who are eligible to work in the United States may begin to seek employment before release. Upon release, participants will go to SFWIB to meet with a Workforce Program Supervisor to explore career options and secure job placements. SFWIB will create EMD/EM accounts for them, post their resume to their account and teach them how to conduct a job search. The EMD/EM account will provide participants with a 24/7 one-stop career services center to further their career pursuits. Participants will be assigned a Workforce Program Supervisor who will explore career options and job prospects. Depending on their interest level, participants will receive job referrals to interview for jobs in various industries such as construction, warehouse, food service and retail. Before issuing a referral, the Workforce Program Supervisor will contact the employer to introduce the employer to his client, verify that the employer is a "friendly employer" open to interviewing offenders and confirm a date and time for the interview. When an opportunity has been identified, the Workforce Program Supervisor will prepare a formal referral indicating the company, address,</p>			
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Exhibit A-1

		<p>telephone number, interviewer's name, date and time of the interview and the vacant position. Some project participants may choose to pursue higher education or vocational training.</p> <p>3) <i>Complete and issue Reentry Plan to program participants</i> - Reentry planning will begin at the MDCR Department. Plans will be completed during the participant's enrollment at SFWIB.</p> <p>4) <i>Program Follow-up</i> -- Project participants that pursue an employment, educational, or vocational career path will receive a 30-day and 60-day follow by SFWIB staff; to assess compliance with individual Reentry Plans; assist participants with issues or barriers that may have been encountered; and to provide mitigation as needed.</p>			
<p>3) Deliver pre- and post-transition reentry services to parents to reduce recidivism and prevent violent crime.</p>	<p>To provide an array of support and wrap-around services to incarcerated parents, their children and families.</p>	<p>South Florida Behavioral Health Network, Inc. (SFBHN):</p> <p>1) South Florida Behavioral Health Network is the managing entity for the administration, contracting, and monitoring of substance abuse and mental health prevention and treatment for both adults and children within the Southern Region of Florida (Miami-Dade and Monroe Counties).</p> <p>2) Services will be made available to eligible parents and families including adults and youth through access to over 30 service providers, for individualized and</p>	<p>1) Services to inmate parents as needed</p> <p>2) Services to children and families as needed</p>	<p>Improved mental health and/or refrain from substance abuse</p>	<p>Improved community reintegration for parents with mental health and/or occurring disorders</p> <p>Improved family safety</p> <p>Improved public safety</p> <p>Improved quality of</p>

Exhibit A-1

		<p>integrated treatment for opioids as well as other substance use disorders, mental health disorders, and provided within a recovery-oriented system of care.</p> <p>Research Partner: The Research Partner will conduct reviews of Administrative records from the MDCR Department; coordinate data collection and data analysis; conduct data analyses on performance measures; conduct program participant interviews; conduct a series of outcomes analyses; and prepare annual reports following each Cycle and a final program report.</p>	<p>3) Evaluation reports prepared annually #3, and a final report #1</p>	<p>MDCR department lessons learned, quality of services, and gaps/needs that should be addressed</p>	<p>life for</p> <p>MDCR department is positioned to maximize efficiencies and create sustainability</p>
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EXHIBIT A-2

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

TIMELINE

**Miami-Dade County Corrections and Rehabilitation Department
Project Second Chance for Incarcerated Parents with Minor Children
Timeline**

Year One		
Goal / Objectives / Activities	Timeframe	Partner(s) Responsible

Goal: 1. Promote and expand services in the County Jail to meet the needs of incarcerated parents and their minor children.

Month 1 – Month 2

MDCR Dept.

Objective: To improve services for incarcerated parents and their children by developing strategies and activities that foster positive family engagement, reduce violence, and protect law enforcement in facilities.

Goal: 2. Provide positive family engagement strategies and activities that increase and enhance communication between the child and their parents.

Objective: To establish and expand the services, programs and the opportunity for parent/child engagements for incarcerated parents.

Project Start-up Activities	Month 1 – Month 2	MDCR Dept Partnership Members
<ol style="list-style-type: none"> 1. Execute contractual agreements with partners pursuant to project requirements. 2. Hire project staff. 3. Train and provide orientation to project staff and partners. 4. Plan and begin monthly partner meetings. 5. Develop and review project protocols with partners (e.g. eligibility, screening, referrals, data reporting, etc.) 6. Prepare the jail facility for the project start. 7. Develop and review safety protocols and procedures for children who are visiting their incarcerated parents. 8. Conduct Reentry Planning for parent inmates. 9. Administer Ohio Risk Assessment Tool to inmates. 		

Project Operation Activities:

Month 3 – Month 8

MDCR Dept.

Miami-Dade Corrections and Rehabilitation Department

- 1. Initiate visitations and family contacts services and activities**
- 2. Continue current Family Visits (up to 2 per week) ‘under-glass,’ for 1-hour.**
- 3. Increase current Family Bonding Visits (3 per year), in duration from 3 hours to 4 hours per visit.**
- 4. Increase current Mother and Father’s Day visits for families in duration from 2 hours to 4 hours.**

5. Continue Family visits for inmate Graduation Programs (GED (2), Vocational Training Program (2), Peace Education Program (Behavior and Life Skills) (1).

6. Initiate preparation of inmate parents Reentry Plan.

7. Convene quarterly partnership meeting.

Children of Inmates, Inc. (COI)

Month 3 – Month 8 COI

1. Conduct Bonding Preparation Sessions.
2. Conduct Bonding Trips (Incarcerated Parent/Caregiver).
3. Conduct Inmate Information Sessions.
4. Make Intensive Home Visits.
5. Provide Comprehensive Case Management: Care Coordination.
6. Provide Comprehensive Case Management: Facilitated Family Unit Support Groups/Community Events
7. Conduct Advocacy Events/Community Engagements

Month 3 – Month 8

South Florida Workforce Investment Board d/b/a CareerSource

South Florida 1. Provide a Workforce Readiness and Employability Skills Course

SFWIB

2. Conduct Job Referral and Employment Placement Services

3. Complete and issue Reentry Plans to inmate parents.

4. Conduct Program Follow-up:

30-Day and 60-Day

South Florida Behavioral Health Network, Inc. (SFBHN)

Month 3 – Month 8 SFBHN

1. Provide services eligible parents and families including adults and youth through access to over 30 service providers for individualized and integrated treatment for opioids as well as other substance use disorders, mental health disorders, and provided within a recovery-oriented system of care.

Research Partner

Month 9 Research Partner

1. Conduct reviews of Administrative records from the MDCR Department.
2. Coordinate data collection and data analysis.
3. Conduct data analyses on performance measures.
4. Conduct program participant interviews.
5. Conduct a series of outcomes analyses.
6. Prepare annual reports following each cycle.
7. Prepare a final program report (year-one).

Completion Phase – First Year:

Month 12

MDCR Dept.

1. Close-out project.

Year Two

Goal /Objective/Activities	Timeframe	Partner(s) Responsible
<p>Project Continuation Activities:</p> <ol style="list-style-type: none"> 1. Plan and begin monthly partner meetings. 2. Review project protocols with partners (e.g. eligibility, screening, referrals, data reporting, etc.). 3. Prepare the jail facility for the project start. 4. Review safety protocols and procedures for children who are visiting their incarcerated parents. 5. Administer Ohio Risk Assessment Tool to inmates. 	<p>Month 1 – Month 2</p>	<p>MDCR Dept.</p>
<p>Project Operation Activities:</p> <p><i>Miami-Dade Corrections and Rehabilitation Department</i></p> <ol style="list-style-type: none"> 1. Initiate visitations and family contacts services and activities 2. Continue current Family Visits (up to 2 per week) "under-glass" for 1-hour. 3. Increase current Family Bonding Visits (3 per year), in duration from 3 hours to 4 hours per visit. 4. Increase current Mother and Father's Day visits for families in duration from 2 hours to 4 hours. 5. Continue Family visits for inmate Graduation Programs (GED) (2), Vocational Training Program (2), Peace Education Program (Behavior and Life Skills) (1). 6. Initiate preparation of inmate parents Reentry Plan. 7. Convene quarterly partnership meeting. 	<p>Month 3 – Month 10</p>	<p>MDCR Dept.</p>
<p>Children of Inmates, Inc.</p> <ol style="list-style-type: none"> 1. Conduct Bonding Preparation Sessions. 2. Conduct Bonding Trips (Incarcerated Parent/Caregiver). 3. Conduct Inmate Information Sessions. 4. Make Intensive Home Visits. 5. Provide Comprehensive Case Management: Care Coordination. 6. Provide Comprehensive Case Management: Facilitated Family Unit Support Groups/Community Events 7. Conduct Advocacy Events/Community Engagements 	<p>Month 3 – Month 10</p>	<p>COI</p>
<p>South Florida Workforce Investment Board d/b/a CareerSource South Florida.</p> <ol style="list-style-type: none"> 1. Provide a Workforce Readiness and Employability Skills Course 2. Conduct Job Referral and Employment Placement Services 3. Complete and issue Reentry Plans to inmate parents. 4. Conduct Program Follow-up: 30-Day and 60-Day 	<p>Month 3 – Month 10</p>	<p>SFWIB</p>

<p><i>South Florida Behavioral Health Network, Inc.</i></p> <p>1. Provide services eligible parents and families including adults and youth through access to over 30 service providers for individualized and integrated treatment for opioids as well as other substance use disorders, mental health disorders, and provided within a recovery-oriented system of care.</p>	<p>Month 8 - Month 10</p>	<p>SFBHN</p>
<p><i>Research Partner</i></p> <p>1. Conduct reviews of Administrative records from the MDCR Department.</p> <p>2. Coordinate data collection and data analysis.</p> <p>3. Conduct data analyses on performance measures.</p> <p>4. Conduct program participant interviews.</p> <p>5. Conduct a series of outcomes analyses.</p> <p>6. Prepare annual reports following each Cycle.</p> <p>7. Prepare a final program report (Year two).</p>	<p>Months 11</p>	<p>Research Partner</p>
<p>Completion Phase – Final Year:</p> <p>1. Close-out project.</p>	<p>Month 12</p>	<p>MDCR Dept.</p>

EXHIBIT A-3

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

**JOB READINESS TRAINING SERVICES AND EMPLOYMENT
PLACEMENT PARTNER QUARTERLY TASKS, TIMELINE,
DELIVERABLES AND INVOICE**

MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT PROJECT SECOND CHANCE FOR INCARCERATED PARENTS WITH MINOR CHILDREN PROJECT South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB): Job Readiness Training Services and Employment Placement Partner Quarterly Tasks, Timeline, Deliverables and Invoice Schedule					
#	Quarter	Task	Deliverables	Invoice Documentation	Amount
Year 1: 2020 (9-Months) January 1, 2020 to September 30, 2020					
1	First Quarter	<p>Planning by MDCRD and Project Partners for project start-up and implementation. Assign a Workforce Program Supervisor to the project to facilitate job placement.</p> <p>Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.</p> <p>In concert with Children of Inmates, develop and implement strategies and a Re-entry Plan for each inmate participant.</p>	<p>Planning meetings attended by SFWIB staff and completed access to facility form submitted for Workforce Program Supervisor.</p> <p>Up to 45 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals and job placement.</p> <p>Up to 45 participants will receive pre/post-reentry services.</p> <p>Up to 45 participants will receive an individual reentry plan. Copies of Individual Reentry Plans will be placed in each participant file.</p>	<p>Approval email with access to Workforce Program Supervisor granted</p> <p>Listing of referred participants provided by referring agency and sign in/out logs for re-entry services provided. Copy of job referrals.</p>	\$22,500
2	Second Quarter	<p>Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.</p>	<p>Up to 45 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals</p>	<p>Listing of referred participants provided by</p>	\$22,500

EXHIBIT A-3

			and job placement.	referring agency and sign in/out logs for re-entry services provided. Copy of job referrals.	
3	Third Quarter	<p>Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.</p> <p>In concert with Children of Inmates, develop and implement strategies and a Reentry Plan for each inmate participant.</p> <p>Provide Workforce Readiness and Employability Skills Training/Course.</p> <p>Develop job training opportunities and secure employment for participants.</p> <p>Conduct 30 and 60-day employment follow up.</p>	<p>Up to 45 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals and job placement</p> <p>Up to 45 participants will attend Work Readiness. Participants will complete the boarding process, satisfying job performance standards, and managing personal finance. Participants will prepare a resume, cover letter and thank you letter, and participate in mock job interviews.</p> <p>Up to 45 inmate parents will obtain employment. Copy of Employment Verification Form will be placed in inmate file.</p> <p>Conduct employment follow-up phone calls to employers 30 and 60 days after employment. 60-Day Employment Verification Form will be placed in inmate file.</p>	<p>Certificates of completion for participants who completed</p> <p>Employment Verification forms for those who obtained employment</p>	\$22,500

EXHIBIT A-3

Year 2: 2021 (12-Months) October 1, 2020 to September 30, 2021					
4	First Quarter	<p>Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.</p> <p>In concert with Children of Inmates, develop and implement strategies and a Re-entry Plan for each inmate participant.</p>	<p>Up to 45 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals and job placement.</p> <p>Up to 45 participants will receive pre/post-reentry services.</p> <p>Up to 45 participants will receive an individual reentry plan. Copies of Individual Reentry Plans will be placed in each participant file.</p>	<p>Listing of referred participants provided by referring agency and sign in/out logs for re-entry services provided. Copy of job referrals.</p>	\$16,875
5	Second Quarter	<p>Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.</p>	<p>Up to 45 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals and job placement.</p>	<p>Listing of referred participants provided by referring agency and sign in/out logs for re-entry services provided. Copy of job referrals.</p>	\$16,875
6	Third Quarter	<p>Deliver pre- and post-transition reentry services to inmate parents to reduce recidivism.</p> <p>In concert with Children of Inmates, develop and implement strategies and a Reentry Plan for each inmate participant.</p>	<p>Up to 45 inmate parents will be assigned to a Workforce Program Supervisor to review possible barriers and received job referrals and job placement</p>	<p>Certificates of completion for participants who completed</p> <p>Employment Verification forms for those who obtained</p>	\$16,875

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EXHIBIT A-3

		<p>Provide Workforce Readiness and Employability Skills Training/Course.</p> <p>Develop job training opportunities and secure employment for participants.</p>	<p>Up to 45 participants will attend Work Readiness. Participants will complete the boarding process, satisfying job performance standards, and managing personal finance. Participants will prepare a resume, cover letter and thank you letter, and participate in mock job interviews.</p> <p>Up to 45 inmate parents will obtain employment. Copy of Employment Verification Form will be placed in inmate file.</p>	employment	
7	Fourth Quarter	Conduct 30 and 60-day employment follow up.	Conduct employment follow-up phone calls to employers 30 and 60 days after employment. 60-Day Employment Verification Form will be placed in inmate file.	Completed Employment Verification Forms at 30 days and 60 days follow-up.	\$16,875
GRAND TOTAL					\$135,000

PAYMENT SCHEDULE SUMMARY	INVOICED AMOUNTS
YEAR 1	\$67,500.00
YEAR 2	\$67,500.00
TOTAL: \$135,000.00	

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EXHIBIT B

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

PROJECT BUDGET

**MIAMI-DADE COUNTY
CORRECTIONS AND REHABILITATION DEPARTMENT
PROJECT SECOND CHANCE FOR INCARCERATED PARENTS WITH
MINOR CHILDREN**

**PROJECT BUDGET
YEAR 1 (JANUARY 1, 2020 – SEPTEMBER 30, 2020) AND
YEAR 2 (OCTOBER 1, 2020 – SEPTEMBER 30, 2021)**

1. SALARIES AND FRINGE BENEFITS

Program Coordinator (20% FTE – Salary In-kind)

The Department's Commander for the Reentry Program Services Bureau will serve as the Program Coordinator. As Program Coordinator, the Commander will provide programmatic and fiscal management and supervision of the project, to ensure goal attainment and compliance with the DOJ grant Agreement and Special Conditions. The Program Coordinator will convene quarterly partnership meetings.

Correctional Counselor (100% FTE)

The Correctional Counselor will conduct inmate participant assessments, provide counseling, and ensure the provision of services and activities to inmate participants, children and families. Position tasks will include pre- and post-release counseling and support to the implementation and completion of each Program Cycle including: 1) administer full diagnostic and risk assessment to inmate parents; 2) provide career counseling; 3) provide support to subcontractor services provided by Children of Inmates, Inc. and South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB); 4) support the identification of inmate participants and families that may require services provided by South Florida Behavioral Health Network; and 5) provide support to the Research Partner-based activities.

Co-Project Director for COI (5% FTE)

The Co-Project Director for Children of Inmates will lead the design of services and activities; participate in the collaborative meetings; manage and coordinate the implementation of the project; supervise the Care Coordinator; and manage and coordinate all programmatic and financial reporting for the project.

Deputy Director of Operations for COI (5% FTE)

The Deputy Director of Operations will manage and coordinate all bonding visit activities and all direct client services to inmate parents, children and families.

Care Coordinator for COI (100% FTE)

The Care Coordinator will handle client outreach to inmate parents; plan and provide individualized services and ongoing family coordination; provide assistance with coordinating child and family bonding visits with inmate parents; and support project reporting requirements.

Workforce Program Supervisor (100% FTE)

SFWIB's Workforce Program Supervisor will teach a "Workforce Readiness and Employability Skills Course" to 90 inmate parents. The course will be provided over six-months, one night a week and for 2 hours a class. Oversees the day-to-day operation and evaluates programs' effectiveness and ensures that operational and contract requirements are met. Responsible for monitoring progress on inmates' Individual Reentry Plans; provide wrap around services; maintain and update files; prepare reports and maintain contact with inmates to ensure employment continuation at 30 and 60 day benchmark dates. Monitors and analyzes performance on an ongoing basis, and reports progress made towards performance goals to management and implements Quality Assurance/Improvement strategies. Responsible for creating Individual Reentry Plans for Second Chance Act inmates who successfully complete the Workforce Readiness Course within a MDCRD facility; enroll inmates in training where needed; schedule job interviews; prepare inmates for interviews; assist them secure and sustain employment; maintain communication with them after employment to assist them with job related questions and continuous training.

Two-Year Personnel Costs: \$205,819.00

Two-Year Fringe Benefit Costs: \$95,042.00

2. SUBAWARDS

Research Partner

The Research Partner will: 1) conduct reviews of Administrative records from the MDCR Department; 2) coordinate data collection and data analysis; 3) conduct data analyses on performance measures; 4) conduct program participant interviews; 5) conduct a series of outcomes analyses; 6) attend quarterly partnership meetings; and 7) prepare annual reports following each Cycle and a final program report.

Two-Year Project Costs: 112,455.00

Children of Inmates, Inc.

Children of Inmates will: 1) Conduct Bonding Preparation Session; 2) Conduct Bonding Trips (Incarcerated Parent/ Caregiver); 3) Hold Inmate Information Sessions; 4) Make Intensive Home Visits; 5) Provide Comprehensive Case Management: Care Coordination; 6) Provide Comprehensive Case Management: Facilitated Family Unit Support Groups/Community Events; and 7) Convene Advocacy Events/Community Engagements.

Two-Year Project Costs: 149,999.00

South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB):

The SFWIB will: 1) Provide a Workforce Readiness and Employability Skills Course; 2) Establish a Job Referral and Employment Placement Services Program; 3) Complete and issue Reentry Plans to program participants; and 4) Conduct Program Follow-up (30/60-days).

Two-Year Project Costs: 135,000.00

TOTAL DIRECT COSTS: \$689,315.00

TOTAL PROJECT COSTS: \$689,315.00

EXHIBIT B-1

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

THE SFWIB PROJECT BUDGET

BUDGET: PROJECTED PROGRAM COST

Agency Name:
Project Name:
Period:

South Florida Workforce Investment Board d/b/a CareerSource South Florida
Professional Services Agreement Miami-Dade County Corrections and Rehabilitation Department (MDCRD) Project: The SPWIS Project Budget
11/1/2020 to 9/30/2021

ENR04 B-1

GL #/s	NAME OF FUNDING SOURCE	11/1/2020-9/30/2020				10/1/2020-9/30/2021				Program Allocation		TOTAL	
		Projected Salary	Projected	Annual Salary	Projected	Projected Salary	Projected	Annual Salary	Projected	%	Amount	%	Amount
5209	Workforce Program Supervisor	20.00	1	40,800.00	40,800.00	20.00	1	40,800.00	40,800.00	100.00%	40,800.00	100.00%	81,600.00
	TOTAL FTE/Temporary Salaries & Markup			40,800.00	40,800.00			40,800.00	40,800.00				81,600.00
5221	Supplies			8,000.00	8,000.00			8,000.00	8,000.00	100.00%	8,000.00	100.00%	16,000.00
5219	Printing			4,000.00	4,000.00			4,000.00	4,000.00	100.00%	4,000.00	100.00%	8,000.00
5223	Postage			3,000.00	3,000.00			3,000.00	3,000.00	100.00%	3,000.00	100.00%	6,000.00
5241	Travel			3,000.00	3,000.00			3,000.00	3,000.00	100.00%	3,000.00	100.00%	6,000.00
5405	Non-Capital Equipment (software and hardware)			1,000.00	1,000.00			1,000.00	1,000.00	100.00%	1,000.00	100.00%	2,000.00
5254	Special Service Expenses (Work Number)			1,200.00	1,200.00			1,200.00	1,200.00	100.00%	1,200.00	100.00%	2,400.00
5230	Performance Check/Staff - 549 per FTE/4 projected			48.00	48.00			48.00	48.00	100.00%	48.00	100.00%	96.00
5242	Alcohol and drug screening			39.00	39.00			39.00	39.00	100.00%	39.00	100.00%	78.00
5238	Participant Cost (Non-SPWIS)			7,800.00	7,800.00			7,800.00	7,800.00	100.00%	7,800.00	100.00%	15,600.00
	TOTAL Operating Expenses			28,087.00	28,087.00			28,087.00	28,087.00				56,174.00
	TOTAL PROJECTED PROGRAM COST			122,727.00	122,727.00			122,727.00	122,727.00				245,454.00
	Indirect Cost Rate Calculation												
	Allocation Base (Modified Total Direct Cost)												
	Total Direct Costs												
	Less: Lease/Rent												
	Less: Capital Items												
	Less: Equipment												
	Modified Total Direct Costs												
	Indirect Cost Rate			10.00%									
	TOTAL Indirect Costs												
	TOTAL PROJECTED PROGRAM AND INDIRECT COST												
	ALLOCATION												
	Variance												

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EXHIBIT C

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

U.S. DOJ NOTICE OF AWARD AND SPECIAL CONDITIONS



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Miami-Dade County 111 NW 1st Street Miami, FL 33128-1994		4. AWARD NUMBER: 2018-CZ-BX-0017	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2021	
2a. GRANTEE IRS/VENDOR NO. 59600573		6. AWARD DATE 09/27/2018	7. ACTION Initial
2b. GRANTEE DUNS NO. 131910254		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Miami-Dade County Project Second Chance for Incarcerated Parents with Minor Children		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 698,315	
		11. TOTAL AWARD \$ 698,315	

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY18(OJJD) - Children of Incarcerated Parents - Demonstrations) 34 USC 10631; Pub. L. No. 115-141, 132 Stat. 348, 423

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.812 - Second Chance Act Reentry Initiative

15. METHOD OF PAYMENT
GRS

AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Carlos A. Gimenez Assistant Director	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10/15/18

AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES							
FISCAL YEAR	FUND CODE	BUD. ACT	OFC	DIV. REG	SUB	POSIS	AMOUNT
X	B	CZ	70	00	00		698315
21. TCZ1010045							

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fints.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm>.

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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W., Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal: notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

29. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

30. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

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U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2018-CZ-BX-0017

AWARD DATE 09/27/2018

SPECIAL CONDITIONS

31. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<https://ojjdp.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

32. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

33. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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U.S. Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2018-CZ-BX-0017

AWARD DATE 09/27/2018

SPECIAL CONDITIONS

36. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPHS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPHS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPHS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPHS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPHS), and are incorporated by reference here.

37. As a condition of receiving grant funds, the grantee certifies that it has appropriate criminal background screening procedures in place, to the extent permitted by state, local, and federal law, to evaluate any employee, contractor, or volunteer working under this grant who is expected to have direct substantial contact with minor children. Direct substantial contact is defined as contact that is regular, continuous, and personal in nature.

a

EXHIBIT D
MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT
AFFIDAVITS AND AUTHORIZED SIGNATURES



Miami-Dade County

EXHIBIT D-1

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773

www.miamidade.gov/dpm

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. **It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the Department of Procurement Management, Vendor Services Section.**

FEDERAL EMPLOYER

IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

FEIN _____

NORTH AMERICAN INDUSTRY

CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

NAICS Code _____

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (if same as line A, leave blank)

Street Address (P.O. Box Number is not permitted)

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. 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 foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply 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. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS

CHECK BOXES BELOW

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY								
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other			

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS	% OF OWNERSHIP

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

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

		NUMBER OF EMPLOYEES	
		Males	Females
White			
Black			
Hispanic			
Asian/Pacific Islander			
Native American/Alaskan Native			
Other			
Total Number of Employees			

Total Employees

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm 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 firms' 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 firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

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

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant) _____ (Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –
State of: _____ State _____ County of _____

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 20 _____

by _____ He or she is personally known to me Or has produced identification

Type of Identification Produced _____

Signature of Notary Public _____ (Serial Number)

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal (When applicable)

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EXHIBIT D-2

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to _____
by _____
(Print individual's name and title)
for _____
(Print Name of entity submitting sworn statement)

whose business address is _____
and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____,

20____. Personally known _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

EXHIBIT D-3

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)

Provider's Name: _____

1. REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of first tier subcontractors or sub consultants who will perform any part of the Scope of Services Work, if this Agreement is for \$100,000 or more.

Provider must fill out this information. If Providers will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

Name of Subcontractor or Sub-consultant

City and State

Provider's Name: _____

2. REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider submits this list of suppliers who will supply materials for the Scope of Services to the Provider, if this Agreement is for \$100,000 or more.

Proposer must fill out this information. If Provider will not use suppliers, Provider must state "No suppliers will be used"; do not state "N/A".

Name of Supplier

City and State

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative:

Title: _____

Date: _____

Firm Name: _____

Fed. ID No. _____

Address: _____

City/State Zip: _____

Telephone: () _____

Fax: () _____

FEIN # _____

Firm Name of Prime Contractor/Respondent _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner						Employee(s)									
			(Enter the number of male and female owners by race/ethnicity)						(Enter the number of male and female employees and the number of employees by race/ethnicity)									
			Gender		Race/Ethnicity				Gender		Race/Ethnicity							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _____ Print Name _____ Print Title _____ Date _____

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BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____
who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR
 is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20_____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____,
20__

He/She is personally known to me or has presented _____
as identification. Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

EXHIBIT D-7

(USE SERVICE PROVIDER'S LETTERHEAD)

AUTHORIZED SIGNATURE FORM

DATE: _____

This form certifies the names, titles and signatures of individuals authorized by the Provider to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Management and Budget -- Grants Coordination (OMB-GC) for disbursement of funds. Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Provider's Board that provides for this authorization. These signature authorizations are retained by the Office of Grants Coordination for auditing purposes. Should the Provider desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes should be submitted to the omb-gc.

NAME (please type)

TITLE (please type)

SIGNATURE

I. Prime Contracts and Subcontracts

_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Checks (List amount limits)

_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Budget Revision Requests

_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Payment Requests

_____	_____	_____
_____	_____	_____

