

MEMORANDUM

Agenda Item No. 8(B)(1)

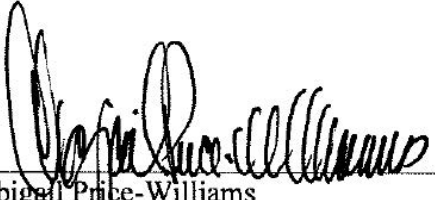
TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution retroactively authorizing the action of the County Mayor in applying for, receiving, and expending awarded grant funds from the United States Department of Justice, Bureau of Justice Assistance in the amount of \$1,200,000.00 for the Miami-Dade County Opioid Abuse Site-Based Program Response Project; authorizing the County Mayor to execute amendments to the grant application, to receive and expend any additional grant funds that are awarded, to execute such contracts, agreements, and memoranda of agreement as may be required by program guidelines, and to exercise termination and modification provisions contained therein; authorizing the County Mayor to apply for, receive, and expend additional future funds that may become available for this project and to execute any contracts, agreements, or memoranda of agreement that may be necessary for the receipt of such future available funds; authorizing the County Mayor to execute professional services agreement in the amount of \$108,000.00 with Behavioral Science Research Institute, as well as other service providers in connection with the Miami-Dade County Opioid Abuse Site-Based Program Response Project, and to exercise all provisions contained therein; and waiving Resolution No. R-130-06


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

APW/uw

Date: August 31, 2020

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

From: Carlos A. Gimenez
Mayor 

Subject: Miami-Dade County Opioid Abuse Site-Based Program Response Project Grant
Application

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve this item, which does the following:

- Retroactively authorizes the action of the County Mayor or the County Mayor's designee in applying for, receiving, and expending awarded grant funds from the United States Department of Justice (DOJ), Bureau of Justice Assistance, in the amount of \$1,200,000.00 for the Miami-Dade Opioid Abuse Site-Based Program Response Project;
- Authorizes the County Mayor or the County Mayor's designee to execute any amendments to the grant application for and on behalf of the County; to execute such contracts, agreements, memoranda of agreement, and amendments as may be required by program guidelines, and to exercise termination and modification clauses of any such contracts and agreements, after review by the County Attorney's Office for form and legal sufficiency;
- Authorizes the County Mayor or the County Mayor's designee to apply for, receive, and expend additional future funds that may become available under this program, to execute such contracts, agreements, memoranda of agreement, and amendments as may be necessary for the receipt of such future available funds, and to exercise termination and modification clauses of any such contracts and agreements, after review by the County Attorney's Office for form and legal sufficiency;
- Authorizes the County Mayor or the County Mayor's designee to execute a professional services agreement in the amount of \$108,000.00 with Behavioral Science Research Institute for the Miami-Dade County Opioid Abuse Site-Based Program Response Project, as well as with other service providers, in connection with the Miami-Dade County Opioid Site-Based Program Response Project, and to exercise all provisions contained therein; and
- Waives Resolution No. R-130-06 which requires that contracts with non-governmental entities be signed by the other parties before being submitted to the Board, in order to allow for the continuation of the grant approval process as it is in the best interest of the County that the services associated with this grant continue with the provision of recovery program and treatment services.

SCOPE

Miami-Dade Corrections and Rehabilitation Department (MDCR), applied for a grant from DOJ in the amount of \$1,200,000.00 for the Miami-Dade County Opioid Abuse Site-Based Program Response Project. As lead partner, MDCR formed a collaborative partnership with Jackson Health System, Corrections Health Services (JHS-CHS); the County's Community Action and Human Services

Department (CAHSD); South Florida Behavioral Health Network, Inc. (SFBHN); the City of Miami's Homeless Assistance Program (HAP); and the Behavioral Science Research Institute (BSRI), to implement the project. The DOJ grant project will support enhanced and expanded access to Medication Assisted Treatment (MAT) and mental health services to individuals with a primary Opioid Use Disorder diagnosis when incarcerated in the County jails. The grant will enable MDCR to serve approximately 68 male inmates and 9 female inmates per year for two years, for a total of 154 inmates.

FISCAL IMPACT/FUNDING SOURCE

The grant award request is for \$1,200,000.00. There are no matching funds required. MDCR will receive \$286,780.00, which will include two full-time positions; JHS-CHS will receive a subaward of \$242,000.00 for two positions and MAT for the treatment of substance abuse disorders; CAHSD will receive a subaward of \$197,820.00 for 14 Level II Residential Treatment (beds) and Outpatient Treatment Services; and SFBHN will receive a subaward of \$365,400.00 for 20 Level II Residential Treatment (beds) and Outpatient Treatment Services. BSRI is the Research Partner and will receive a subaward of \$108,000.00 to conduct research and prepare a project evaluation report, suitable for dissemination. MDCR will provide approximately \$151,790.00 in in-kind, leveraged resources (staffing and fringe benefits) for the Project Coordinator position.

TRACK RECORD/MONITOR

MDCR has an extensive history of managing grant projects and will coordinate project implementation and management. MDCR will monitor the project and serve as liaison with the DOJ. The Department will handle project drawdowns through DOJ in concert with the County's Finance Department; 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

In collaboration with MDCR, JHS-CHS, CAHSD, SFBHN, City of Miami HAP, and BSRI will expand and enhance MAT to a larger jail population that misuses/abuses opiates. Project objectives include: 1) provision of recovery program services and treatment through MAT and Level II Residential Treatment up to 90 days; 2) provision of emergency shelter; 3) *Sequential Intercept Model* mapping; and 4) a Research Partner-led project evaluation and final report.

Planning Year One will include: 1) data-collection and identification of resources, gaps and needs; 2) Mapping the *Sequential Intercept Model*; 3) a training/workshop on the Model; and 4) work with BJA's Technical Assistance Provider and BJA's Researcher. Implementation Years two and three will include the provision of services, treatment, and support to project participants. The expected impact of the project is to: 1) reduce the use of opiates by participants post-release from jail; 2) improve *Sequential Intercept Model* to address the abuse of opiates in MDC; and 3) improve public safety and outcomes for adults and their families impacted by the opioid crisis in south Florida.

The short turnaround time imposed by DOJ's application deadline did not allow sufficient time for the processing of the resolution and its submission to the Board prior to submission of the grant application.

Attachment: Professional Services Agreement

A handwritten signature in blue ink, appearing to read "M. Kemp", is written over a horizontal line.

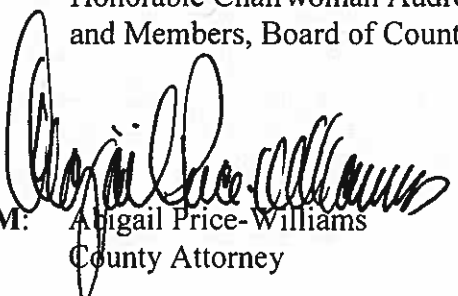
Maurice L. Kemp
Deputy Mayor



MEMORANDUM (Revised)

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

DATE: August 31, 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)
8-31-20

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE ACTION OF THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE IN APPLYING FOR, RECEIVING, AND EXPENDING AWARDED GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE IN THE AMOUNT OF \$1,200,000.00 FOR THE MIAMI-DADE COUNTY OPIOID ABUSE SITE-BASED PROGRAM RESPONSE PROJECT; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE GRANT APPLICATION, TO RECEIVE AND EXPEND ANY ADDITIONAL GRANT FUNDS THAT ARE AWARDED, TO EXECUTE SUCH CONTRACTS, AGREEMENTS, AND MEMORANDA OF AGREEMENT AS MAY BE REQUIRED BY PROGRAM GUIDELINES, AND TO EXERCISE TERMINATION AND MODIFICATION PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE FUNDS THAT MAY BECOME AVAILABLE FOR THIS PROJECT AND TO EXECUTE ANY CONTRACTS, AGREEMENTS, OR MEMORANDA OF AGREEMENT THAT MAY BE NECESSARY FOR THE RECEIPT OF SUCH FUTURE AVAILABLE FUNDS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$108,000.00 WITH BEHAVIORAL SCIENCE RESEARCH INSTITUTE, AS WELL AS OTHER SERVICE PROVIDERS IN CONNECTION WITH THE MIAMI-DADE COUNTY OPIOID ABUSE SITE-BASED PROGRAM RESPONSE PROJECT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06

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 matters contained in the foregoing recital and the accompanying County Mayor's memorandum are incorporated in this resolution by reference.

Section 2. This Board retroactively authorizes the action of the County Mayor or the County Mayor's designee in applying for, receiving, and expending awarded grant funds from the United States Department of Justice, Bureau of Justice Assistance in the amount of \$1,200,000.00 for the Miami-Dade County Opioid Abuse Site-Based Program Response Project.

Section 3. This Board authorizes the County Mayor or the County Mayor's designee to execute any amendments to the grant application for and on behalf of the County; to receive and expend any additional grant funds that are awarded; to execute any contracts, agreements, memoranda of agreement, and amendments as may be required by program guidelines; and to exercise termination and modification clauses of any such contracts and agreements, after review by the County Attorney's Office for form and legal sufficiency.

Section 4. This Board also authorizes the County Mayor or the County Mayor's designee to apply for, receive, and expend additional future funds that may become available under this program; to execute any such contracts, agreements, memoranda of agreement, and amendments as may be necessary for the receipt of such future available funds; and to exercise termination and modification clauses of an such contracts and agreements, after review by the County Attorney's Office for form and legal sufficiency.

Section 5. This Board further authorizes the County Mayor or the County Mayor's designee to execute the professional services agreement in the amount of \$108,000.00 with Behavioral Science Research Institute for the Miami-Dade County Opioid Abuse Site-Based Program Response Project, in substantially the form attached hereto and made a part hereof, as well as with other service providers, in connection with the Miami-Dade County Opioid Site-Based Program Response Project, and to exercise all provisions contained therein.

Section 6. This Board waives Resolution No. R-130-06 for the professional services agreement with Behavioral Science Research Institute as well as other service providers.

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.

Jose “Pepe” Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 31th day of August, 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.

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

Anita Viciano Zapata

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into as of this _____ day of _____, 2020 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 NW 62ND Street, 3rd floor, Miami, Florida 33147, and **Behavioral Science Research Institute**, hereinafter referred to as (“BSRI”) a not-for-profit corporation, having its principal office at 1850 SW 8TH Street, Suite 309, Miami, Florida 33135 (collectively referred to as the “Parties” or “Project Partners”).

WITNESSETH

WHEREAS, Miami-Dade Corrections and Rehabilitation Department applied for Grant Fund from the United States Department of Justice, (DOJ), MDC Opioid Abuse Site-Based Program Respond Project in the amount of \$1,200,000 for a three-year project; and

WHEREAS, Miami-Dade Corrections and Rehabilitation Department, has received funds from the United States Department of Justice, Office of Justice Program to provide a Locally Driven Responses to the Opioid Epidemic in South Florida. The “MDC Opioid Abuse Site-Based Program Respond Project Response Project,” will expand and enhance Medication Assisted Treatment (MAT) to a large jail population that misuses/abuses opiates; and

WHEREAS, the Behavioral Science Research Institute, as the out-patient treatment provider provided by DOJ is authorized to contract for certain services for the “MDC Opioid Abuse Site- Based Program Response Project;” and

WHEREAS, the Miami-Dade Board of County Commissioners has passed Resolution _____ on _____, 2020, authorizing this Agreement; and

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 Opioid Abuse Site-Based Program Respond Project for large jail population for individuals with Primary Opioid Use Disorder”; “Miami-Dade County Opioid Abuse Site-Based Program Respond Project”; “Locally Driven Responses to the Opioid Epidemic”; and/or “MDC Opioid Abuse Site-Based Program”.
 - b) “Contract” or “Contract Documents” or “Agreement” shall mean collectively the terms

MDCRD – BSRI PSA

and conditions set forth herein, the “MDC Opioid Abuse Site-Based Program Response Project” Grant Scope of Work (Exhibit A); MDC Opioid Abuse Site-Based Program Response Project Budget (Exhibit B); United States Department of Justice (DOJ), Office of Justice Programs (OJP), MDC Opioid Abuse Site-Based Program Response Project Notice of Award (NOA) (Exhibit C); and Affidavits and Authorized Signatures (Exhibit D).

- c) “Project Period” shall mean October 1, 2019 to September 30, 2022.
- 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 MDC Corrections and Rehabilitation Department (“MDCRD”). The term County excludes BSRI
- 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 BSRI 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 MDCR Project MDC Opioid Abuse Site-Based Program Response 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 MDCR Project MDC Opioid Abuse Site-Based Program Response 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, which references the work to be performed by the BSRI

- l) “Project Coordinator” shall mean the MDCRD Project Coordinator.
- m) “Director” shall mean the MDC Director of the Corrections and Rehabilitation Department.
- n) “BSRI” shall mean Behavioral Science Research Institute of Florida a not-for-profit corporation contracted hereunder to provide all services and tasks described or referenced in this Agreement.
- n) “BSRI’s Budget” shall mean the documents attached hereto as Exhibit B, 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 (DOJ), Comprehensive Opioid Abuse Program (COAP) System of Locally Driven Responses to the Opioid Epidemic Grant Program under this Agreement.
- p) “Behavioral Science Research Institute.” or “BSRI,” shall be the implementing entity for the Project.
- s) “Grant Manager” shall mean the MDCR’S grant-project liaison to MDC for the Opioid Abuse Site-Based Program Response Project.
- t) “Subcontractor” shall mean any person, entity, firm or corporation, other than the employees of BSRI, who furnishes labor or materials, in connection with the work, whether directly or indirectly, on behalf or under the direction of the BSRI, and whether in private of Agreement with the BSRI
- u) “Term of the Agreement” shall mean the effective date of this Agreement, as specified in Article XII, Section 12.1, of this Agreement.
- v) “DOJ”, “OJP”, shall mean the United States Department of Justice (DOJ), Office of Justice Program. (OJP)
- w) “Work”, “Services”, “Program”, “Project”, or “Scope of Work” shall mean all matters and things required to be done by the BSRI in accordance with the provisions of this Agreement.

Article II
Responsibilities of the BSRI

- 2.1 The BSRI, by and through its agents, assigned representatives and Subcontractors agrees:
 - A. To provide the planned or proposed services described in the Scope of Work (Exhibit A) and the Project Budget (Exhibit B), and in accordance with the requirements set forth in the DOJ Grant Award Agreement (Exhibit C), which are hereby incorporated as part of this Agreement. Information included in Exhibits A and B of this Agreement will be based upon the BSRI’s scope of work and budget prepared by the County and BSRI

MDCRD – BSRI PSA

- B. To adhere to the work schedule listed in the attached Scope of Work (Exhibit A), unless modified by written agreement.
- C. To provide management, comprehensive planning, coordination, and oversight guidance and advice for behavioral health prevention and treatment services as is requested by the Program Coordinator.
- 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 requirements, 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 of 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 BSRI 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 enough 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.

MDCRD – BSRI PSA

- 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 BSRI
 - 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 BSRI 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 BSRI shall provide program accessibility and effective communication for service recipients and employees. The BSRI 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 Laverne Carlile, Program Coordinator Miami-Dade County Corrections and Rehabilitation Department/ Project Comprehensive Opioid Abuse Site-Based Grant Project, 2525 NW 62nd Street, 3rd Floor, Miami, Florida 33174. A Disability Non-Discrimination Affidavit must be completed and on file with the County within thirty (30) days of contract execution. The BSRI must be in full compliance with the laws referenced within the Affidavit. The BSRI'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). Written notification must include the nature of the changes, actions taken by the BSRI 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 BSRI's appropriate officers are apprised of the programmatic, fiscal, administrative, and other obligations of the MDC Opioid Abuse Site-Based

Program Respond Project, BSRI must submit to the County a document evidencing who has the authority to execute this Agreement.

- P. The BSRI 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 BSRI must submit an affidavit attesting that to the best of the BSRI's knowledge it is not in violation of the Acts. If the BSRI or any owner, subsidiary, or other firm affiliated with or related to the BSRI 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 BSRI. 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 based upon a false affidavit shall be voidable by the County. If the BSRI violates any of the Acts during the term of any contract the BSRI has with the County, such contract shall be voidable by the County, even if the BSRI 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 BSRI

- Q. Background Screening. Where applicable, the BSRI agrees to comply with all applicable State, Federal and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. The BSRI'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 BSRI 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 s.1.01 or a

vulnerable adult as defined in s.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 BSRI 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 BSRI 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 BSRI 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 BSRI 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 and Rule 2.420, Rules of Judicial Administration, the BSRI 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; and

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- (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 BSRI upon termination of this Agreement. Upon termination of this Agreement, the BSRI 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 BSRI does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, Section 2.420, Rules of Judicial Administration 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 BSRI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BSRI’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY AT:

**Miami-Dade County
The Miami-Dade County Clerk Office
Records Divisions
111 N.W. 1st Street, 17th Floor Suite 202
Miami, Florida 33128
Attention: Records Divisions Director
Email: cocpubreq@miamidade.gov**

Article III Disputes

- 3.1 The BSRI 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 BSRI shall be bound by all determinations or orders and shall promptly obey and follow every order of the Program Coordinator or designated representative, including the withdrawal or modification of any previous order and regardless of whether the BSRI

agrees with the Program Coordinator determination or order. Where orders are given orally, they will be issued in writing by the Program Coordinator, or designated representative, as soon thereafter as is practicable.

- 3.3 The BSRI must, in the final instance, seek to resolve every difference concerning the Agreement with the Program Coordinator. If the BSRI and the Program Coordinator are unable to resolve their difference, the BSRI 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 of the Miami-Dade Corrections and Rehabilitation Department 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 BSRI'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 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 BSRI to the Director or the Director's designee for a decision, together with all evidence and other pertinent information regarding 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 decide 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 BSRI. Except as such remedies may be limited or waived elsewhere in the Agreement, BSRI 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 BSRI, according to Federal and local guidelines and requirements, to determine compliance with the terms and conditions of this Agreement, to report the findings to the BSRI and, if appropriate to the Miami-Dade County Board of County Commissioners Office or the Commission Auditor.

- 4.2 The County's Finance Department will support BSRI's Project drawdowns and the disbursement of grant funds. The County will support BSRI's programmatic and fiscal reporting in accordance with project reporting and auditing procedures required by DOJ SAMHSA.

Article V

Requirements Related to Use of U.S. Department of Justice, Office of Justice Programs Grant Program Funds

- 5.1 The BSRI agrees to comply with the DOJ Grant Award document and Special Conditions (Exhibit C).
- 5.2 The BSRI agrees to comply with federal laws that apply to recipients of financial assistance from DOJ, and prohibit discrimination based on 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 prohibit recipients from discriminating based on age in the delivery of services or benefits.
- 5.3 The BSRI agrees to Enforce Civil Rights Laws. All recipients of federal financial assistance, regardless of the 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 BSRI 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 BSRI understands and agrees that further availability of funding under this agreement is at the discretion of the County.
- 5.6 The BSRI understands and agrees to comply with the following DOJ Award and Special Conditions (Exhibit C).
- A. Requirements of the award; remedies for non-compliance or for materially false statements.
 - B. Applicability of Part 200 Uniform Requirement.
 - C. Compliance with DOJ Grants Financial Guide.
 - D. Reclassification of various statutory provisions to a new Title 34 of the United States Code.
 - E. Required training for Point of Contact and all Financial Points of Contact.
 - F. Requirements related to "de minimis" indirect cost rate.
 - G. Requirement to report potentially duplicative funding.

- H. Requirements related to System for Award Management and Universal Identifier Requirements.
- I. Employment eligibility verification for hiring under the award.
- J. Requirement to report actual or imminent breach of personally identifiable information (PII).
- K. All subawards ("subgrants") must have specific federal authorization.
- L. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.
- M. Unreasonable restrictions on competition under the award; association with federal government.
- N. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award).
- O. Determination of suitability to interact with participating minors.
- P. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.
- Q. Requirement for data on performance and effectiveness under the award.
- R. OJP Training Guiding Principles.
- S. Effect of failure to address audit issues.
- T. Potential imposition of additional requirements.
- U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.
- V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.
- W. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.
- X. Restrictions on "lobbying".
- Y. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019).
- Z. Reporting potential fraud, waste, and abuse, and similar misconduct.
- AA. Restrictions and certifications regarding non-disclosure agreements and related matters.

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- BB. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).
- CC. Encouragement of policies to ban text messaging while driving.
- DD. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.
- EE. Verification and updating of recipient contact information.
- FF. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
- GG. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
- HH. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
- II. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the information and itemized cost.
- JJ. Confidentiality of data.
- KK. Justification of consultant rate.
- LL. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- MM. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

- NN. FFATA reporting: Subawards and executive compensation.
- OO. 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.).
- PP. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- QQ. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
- RR. Protection of human research subjects.
- SS. Justice Information Sharing.
- TT. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K009 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

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- UU. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
- VV. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
- WW. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
- XX. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service.
- YY. Copyright; Data rights.
- ZZ. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

Article VI **Reporting and Record-keeping**

- 6.1 The BSRI shall keep adequate, legible records of services provided under this Agreement as required by the County and by DOJ. Furthermore, the BSRI 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). The BSRI 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.
 - 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

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- (3) A budget and a cost allocation plan along with supporting documentation for any shared costs included in the BSRI's approved contract budget(s) for the provision of Comprehensive Opioid Abuse Site Based Program Services, where applicable.
 - B. The BSRI shall submit payment requests to the Miami-Dade Corrections and Rehabilitation Department, 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, that were conducted by the BSRI during the project period, and as stipulated in the Scope of Work.
 - C. Proof of Tax Status. If applicable, the BSRI 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 BSRI'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. BSRI shall notify the County of any changes to BSRI's tax-exempt status within ten (10) business days of such change.
 - D. The BSRI 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 BSRI 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. All such records shall be retained by the BSRI 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 BSRI's approved contract budget(s) for the provision of Comprehensive Opioid Abuse grant-related services, where applicable.

Article VII **Amount Payable**

- 7.1 The parties agree that should funding for the contract grant services be reduced or should the BSRI fail to maintain a documented expenditure pattern consistent with the attached Scope of Work (Exhibit A) and Service Budget documents [line item budgets, narrative budget justification and, if applicable, price form(s), price lists, or acknowledgments] (Exhibit B) based on actual reimbursements, the amounts payable

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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 three, and continuation funding granted by DOJ to MDC Opioid Abuse Site-Based Program Respond Project. All services undertaken by the BSRI before the County's execution of this Agreement shall be at the BSRI'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>
MDCRD Opioid Abuse Grant	\$108,000.

- 7.2 The BSRI's budget(s) will be reduced accordingly if the County finds that:
- A. The BSRI fails to adhere to payment schedule or line-item budget; or
 - B. There were any significant deviations from the approved service(s) In the Scope of Work (Exhibit A).
- 7.3 In the event the County determines that a reduction in the BSRI's budget(s) is necessary, the County shall notify the BSRI in writing within thirty (30) calendar days of said reduction decision.

Article VIII **Project Budget and Method of Payment**

- 8.1 The BSRI agrees to provide a payment request to the County, in accordance with the services identified in the Scope of Work (Exhibit A). The payment request shall be properly documented and prepared in accordance with the County's policies.
- 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 BSRI 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 BSRI 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 BSRI to the County **no later than forty-five (45) days** following the end of this Agreement's contract period. If the BSRI fails to comply, all rights to related payment will be forfeited.
 - D. BSRI agrees to summarize and provide the monthly expenses and reports no later than thirty (30) calendar days after the last day of the month to the Miami-

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Dade Corrections and Rehabilitation Department at the location listed in Section 8.4 below.

- 8.2 At the option of the County, payment shall be consistent with the BSRI's approved Service Budget documents (shown as Exhibit B attached herewith); and based on 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 BSRI to which the BSRI was not entitled. Upon written notice to the BSRI, the County shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the BSRI. Upon withholding or seeking reimbursement from the BSRI, the County has the right to retain said funds. Notice shall be provided by the County to the BSRI in a timely manner, not to exceed thirty (30) calendar days from the date the County is informed by the BSRI 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 BSRI was not entitled to any or all funds claimed under this or any current or prior Agreement between the BSRI and the County. Notwithstanding the County's rights as described herein, the County shall communicate and work with the BSRI 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 BSRI agrees to send all invoices and reports to the following address:

**Miami-Dade County
Corrections and Rehabilitation Department
Reentry Program Service Bureau
2525 NW 62ND Street, 3rd Floor
Miami, Florida 33147
Attention: Joel F. Botner, Commander
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 BSRI of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the Miami-Dade County MDC Opioid Abuse Site-Based Program Respond Project Expansion and Sustainability Project shall be mailed to the BSRI, or if approved, via electronic transfer (direct deposit) by the County's Finance Department.
- 8.7 The BSRI 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 BSRI represents and warrants to the County as follows:

- A. **Non-Profit Business.** The BSRI is a Non-Profit 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 BSRI is aware of and follows 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 BSRI. 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 BSRI or any of its officers.
- C. **Solicitation of this Agreement.** The BSRI 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 BSRI 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:

Non-Governmental Entities. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami-Dade Corrections and Rehabilitation Department (MDCRD), 2525 NW 62ND 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

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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 PROVIDER, 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 PROVIDER 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, 2017 through September 30, 2018). 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.

If expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Agreement until 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 BSRI.

- A. **Non-Governmental Entity Indemnification.** The BSRI shall indemnify and hold harmless the County and their 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 the County's officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the BSRI or their employees, agents, servants, partners, principals, or subcontractors. The BSRI shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The BSRI expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the BSRI shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or the County's officers, employees, agents, and instrumentalities as herein provided.
- B. **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 provision, no relative of any officer, board of director, manager, or supervisor employed by BSRI shall be employed by the BSRI unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the BSRI 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 decide 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 the BSRI personnel working on the project which is the subject of this Agreement who are either full-time and part-time BSRI employees or who are voting members of the BSRI's Board of Directors.

- 11.3 No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the BSRI, 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 BSRI as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the BSRI, 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 BSRI'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 January 1, 2020 to December 31, 2022 (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, suspend the BSRI's operations and authority to obligate funds under this Agreement or withhold payments to the BSRI pending necessary corrective action by the BSRI 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 BSRI;
- B. Failure by the BSRI to materially comply with any terms, conditions, insurance requirements, representations, or warranties contained herein;
- C. Failure by the BSRI to submit any documents required under this Agreement; or
- D. The BSRI'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 BSRI, with an award more than \$100,000, shall provide certification regarding their exclusion status and that of their principals prior to receipt of the award under this Agreement. The BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI's request for termination for convenience on a case-by-case basis and shall not unreasonably deny said request if the BSRI has satisfactorily

demonstrated to the County that such termination for convenience would not impair or hinder service delivery to the BSRI's participants.

If the BSRI decides or agrees to terminate this Agreement, appropriate arrangements (i.e., referrals to other BSRI'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 BSRI will be responsible for ensuring that special needs and rights of service recipients are considered, 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 BSRI. 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 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 BSRI is not making enough progress in its performance of this Agreement outlined in Exhibit A, Scope of Work, or is not materially complying with any term or provision provided herein, including the following:
 - 1. The BSRI ineffectively or improperly uses the funds allocated under this Agreement;
 - 2. The BSRI 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 BSRI does not submit or submits incomplete or incorrect required reports;
 - 4. The BSRI refuses to allow the County, SAMHSA, or their authorized representatives access to records or refuses to allow the County to monitor, evaluate, and review the BSRI's programs funded under this Agreement;
 - 5. The BSRI discriminates under any of the laws outlined in this Agreement;
 - 6. The BSRI, if required, fails to offer or provide Domestic Violence Leave to its employees pursuant to the Code of Miami-Dade County;
 - 7. The BSRI falsifies or violates the provisions of the Drug Free Workplace Affidavit;
 - 8. The BSRI attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;
 - 9. The BSRI fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;

10. The BSRI 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 BSRI 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 BSRI fails to fulfill in a timely and proper manner all its material obligations, covenants, agreements, and stipulations in this Agreement.

The BSRI shall be given written notice of the claimed breach and ten (10) business days to cure same. Unless the BSRI's breach is waived by the County in writing, or unless the BSRI fails, after receiving written notice of the claimed breach by the County to take 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 BSRI, 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 BSRI 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 BSRI, and the County may withhold any payments due to the BSRI until such time as the exact amount of damages due to the County from the BSRI is determined and properly settled. Additionally, the County retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the BSRI to which the BSRI was not entitled. The BSRI 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 BSRI 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 BSRI or the County. This Transitional Plan shall include, but is not limited to, steps the BSRI 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 BSRI. 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 BSRI has not delivered Deliverables in a timely manner.
 - B. the BSRI has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff/Personnel;
 - C. the BSRI has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - D. the BSRI has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the BSRI's creditors, or the BSRI has taken advantage of any insolvency statute or debtor/creditor law or if the BSRI's affairs have been put in the hands of a receiver;
 - E. the BSRI has failed to obtain the approval of the County where required by this Agreement;
 - F. the BSRI has failed to provide "adequate assurances" as required under Section 15.2 below;
 - G. the BSRI has failed in the representation of any warranties stated herein; or
 - H. the BSRI 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 (R) of this Agreement.
- 14.2 When, in the sole opinion of the County, reasonable grounds for uncertainty exist with respect to the BSRI's ability to perform the Services or any portion thereof, the County may request that the BSRI, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the BSRI'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 BSRI for portions of the services which the BSRI has not performed. If the BSRI 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, 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 BSRI 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 BSRI ("Default Notice"), specifying the basis for such default, and advising the BSRI that such default must be cured immediately, or this Agreement may be terminated. Notwithstanding, the County may, upon agreement, allow the BSRI to rectify the default to the County's reasonable satisfaction within a thirty (30) 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 BSRI has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) calendars day period or any other period which the County prescribes. The default notice shall specify the date the BSRI 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 BSRI 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 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 BSRI shall also remain liable for any liabilities and claims related to the BSRI'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 BSRI 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 BSRI'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 BSRI, 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 BSRI in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the BSRI 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 BSRI 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 BSRI, 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 BSRI from the Inspector General or IPSIG retained by the Inspector General, the BSRI 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 BSRI'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 BSRI'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. Reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact the OIG Office of Inspector General, U.S. Department of Justice Office, 1-800-DOJ-TIPS (1-800-365-8477). The mailing address is: Office of Inspector General, (OIG), Department of Justice Office, and Attn: HOTLINE, 950 Pennsylvania Avenue., NW, Washington, DC 20530-001.

Article XVIII
Miscellaneous Provisions

- 18.1 Notice under this Agreement shall be enough 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 Service Bureau
2525 NW 62ND Street, 3rd Floor
Miami, Florida 33147
Attention: Joel F. Botner, Commander
Email: Joel.Botner@miamidade.gov

If to the BSRI:

Behavioral Science Research Institute.
1850 SW 8TH Street, Suite 309, Miami, Florida 33135
Attention: Angela Mooss D, Ph.D., C.P.H
Electronic mail: Amooss@bsrinstitute.org

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 BSRI 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 BSRI, 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 BSRI 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 BSRI 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 BSRI 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 the above data shall be delivered to the County upon request and in the 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 Federal money, the BSRI shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal 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, BSRI that are in arrears to the County more than the enforcement threshold are prohibited from obtaining new County contracts or extensions of contracts until 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. BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI 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 BSRI shall enter into agreements with all suppliers and subcontractors at the BSRI'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 BSRI 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 deemed confidential and/or statutorily exempted from disclosure pursuant to the provisions and the limitations of Section 395.3035, Fla. Stat., as it may be amended, or otherwise, the parties agree that such information shall be afforded the appropriate statutory protections.

Article XXI
Bankruptcy

- 21.1 The County reserves the right to terminate this Agreement, if, during the term of any contract the BSRI has with the County, the BSRI 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 BSRI 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 B – Project Budget
Exhibit C – DOJ Notice of Award and Special Conditions
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 BSRI 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
Mutual Obligations

- 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.
- 24.2 Except as provided herein, all conditions of this Agreement hereunder are imposed solely and exclusively for the benefit of the County, the BSRI 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 BSRI.
- 24.3 The Parties acknowledge that the MDC Opioid Abuse Site-Based Program Respond Project grant funds allocated to the BSRI, 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 BSRI nor any other participating party, shall succeed to any rights or benefits of the County under the County's Notice of Award with DOJ, or attain any privileges, authorities, interests, or rights in or under the County's Notice of Award. The BSRI 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 Comprehensive Opioid Abuse Site-based Project Program grant funds.
- 24.4 The Parties acknowledge that nothing contained in the County's Notice of Award 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 BSRI, 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 BSRI fails to diligently defend such claims, and thereafter seek indemnity for costs from the BSRI.
- 24.6 Nothing herein shall alter, affect, modify, change or extend any other agreement between the BSRI 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.

Article XXV
General Provisions

- 25.1 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.
- 25.2 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 to resolve any inconsistency.
- 25.3 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.
- 25.4 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.
- 25.5 This Agreement may be amended only with the written approval of the Parties hereto.
- 25.6 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.
- 25.7 This Agreement states the entire understanding and agreement between the Parties and supersedes all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

[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.

**BEHAVIORAL SCIENCE RESEARCH
INSTITUTE**

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Authorized Person OR Notary
Public

Print
Name: _____

Title: _____

Date: _____

Corporate Seal OR Notary Seal/Stamp

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez or Designee

Title: Mayor

Date: _____

Attest: HARVEY RUVIN, 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

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 Corrections and Rehabilitation Department for any variations from the operations and performance described above.

Signature

Print

EXHIBIT B

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT

PROJECT BUDGET

EXHIBIT C

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT

U.S. DOJ NOTICE OF AWARD and SPECIAL CONDITIONS (EXHIBIT C)

EXHIBIT D

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

AFFIDAVITS AND AUTHORIZED SIGNATURES

EXHIBIT A

**MIAMI-DADE COUNT
PROFESSIONAL SERVICES AGREEMENT**

SCOPE OF WORK

EXHIBIT A - SCOPE OF WORK

MIAMI-DADE COUNTY CORRECTIONS AND REHABILITATION DEPARTMENT (MDCRD)

SECTION 1: GENERAL INFORMATION

Name of Organization: Behavioral Science Research Institute

Program Name: Comprehensive Opioid Abuse Site-Based Program

Program Funding Amount: \$1,200,000 Contract Period: Oct 19, 2019-Sept 30,2022

SECTION 2: PROGRAM PLAN

2.1 - Program Narrative/Summary

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 \$1,200,000 for Comprehensive Opioid Abuse Site-Based Program (Category-1) Locally Driven Responses to the Opioid Epidemic grant for jail population that misuses/abuses opiates. The DOJ grant project will expand and enhance Medication Assisted Treatment (MAT) to a larger population that misuses and abuses opiates.

2.2 – Client Eligibility and Demographics

a. What target population(s) will this program serve?

One Hundred and fifty-four (154) Inmates; 68 male inmates and 18 women

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

Particularly striking for males and young/middle aged adults

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

MDCRD inmates who misuse/abuse opiates.

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

Countywide:	<input 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 checked="" type="checkbox"/>
District 12:	<input type="checkbox"/>	District 13:	<input type="checkbox"/>				

e. Based on the amount of funding being provided by the County, what is the maximum capacity for the program?

- 154 Inmates over three (3) years.
- Up to 64 male inmates and 18 female inmates over three (3) year.
- Inmates who are awaiting trial, serving a sentence, or being held for agencies.

EXHIBIT A - SCOPE OF WORK

2.3 – Program Detail

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

Ninety (90) Day Residential Treatment Program.

b. Is there follow up provided for target group (i.e., 3 month, 6 month, and 9 month)? If so, please describe:

N/A

c. Is there any time gap/breaks in your program? (i.e., Summer Break, Winter Break, Holidays)

N/A

2.4 – Profile of Services

Activity #1	Draft process mapping for the sequential intercept model based on available data gaps and needs for implementation.
Location(s)	Miami-Dade County
Number of unduplicated clients	8-10 members of key stakeholder organizations
Frequency	One final process map
Objective	
Output→	Hold facilitation meetings and/or listening sessions to establish gaps and needs that exist in current processes pertaining to individuals with Opioid Use Disorder who could benefit from Medication Assisted Treatment.
Anticipated Outcome→	Community buy-in on process mapping and stakeholder-driven development of implementation plan for years 2-3.
Method of Measurement →	Meeting attendance; number of various stakeholder group represented; final product.

EXHIBIT A - SCOPE OF WORK

Activity #2	Provide training on Sequential Intercept Model.
Location(s)	Miami-Dade County
Number of unduplicated clients	8-10 members of key stakeholder organizations
Frequency	One training
Objective	
Output→	Hold at least one training session with key project partners.
Anticipated Outcome→	Standardized implementation of project for COAP to provide treatment services to individuals with Opioid Use Disorder.
Method of Measurement →	Attendance at training, Certificates of training completion.

EXHIBIT A - SCOPE OF WORK

Activity #3	Develop format and outline for process implementation manual
Location(s)	Miami-Dade County
Number of unduplicated clients	4
Frequency	Iterative draft development with project team
Objective	
Output→	One implementation manual format to be populated during the first 24 months of grant funding.
Anticipated Outcome→	The manual will provide standardization to the COAP project process and will facilitate dissemination of processes to other regions; the manual may be revised as needed based on quality improvement/process changes.
Method of Measurement →	One manual

EXHIBIT A - SCOPE OF WORK

Activity #4	Develop logic model and evaluation plan/tools
Location(s)	Miami-Dade County
Number of unduplicated clients	4
Frequency	One time
Objective	
Output→	One logic model One evaluation plan One set of tools for data collection
Anticipated Outcome→	A project partners implementing direct services with clients will be aware of the required evaluation data fields needed to provide evidence of project successes at the client-level.
Method of Measurement →	Final documents with systems in place to capture data

EXHIBIT A - SCOPE OF WORK

Activity #5	Development of quarterly reporting
Location(s)	Miami-Dade County
Number of unduplicated clients	77 per year in years two and three
Frequency	Quarterly reports
Objective	
Output→	A report every 90 days that documents the progress and outcomes the COAP program is making in serving clients.
Anticipated Outcome→	Project partners are informed regarding the nature of the grantees progress towards goals and are able to adjust processes as needed to streamline processes and create more optimal outcomes.
Method of Measurement →	A comprehensive report every 90 days

EXHIBIT A - SCOPE OF WORK

Activity #6	Attendance at national COAP meeting
Location(s)	Washington DC or surrounding area
Number of unduplicated clients	1
Frequency	1/year or as required by BJA
Objective	
Output→	Attendance in person at required national meetings.
Anticipated Outcome→	BSRI will have the most up-to-date information from the funder regarding new trends, policies, successes, and other relevant information to enhance programmatic processes within Miami-Dade County's COAP project.
Method of Measurement →	In-person attendance and conference/meeting materials

EXHIBIT A - SCOPE OF WORK

Activity #7	Final Grant Project Report
Location(s)	Miami-Dade County
Number of unduplicated clients	154 individuals
Frequency	One time within 90 days of the grant period ending
Objective	
Output→	A final project report that documents the progress and outcomes of the COAP project throughout its three years of funding.
Anticipated Outcome→	Project partners are informed about the scope and successes of the COAP project over its three years of implementation including client outcomes and implications for sustainability.
Method of Measurement →	A comprehensive final report that can be submitted to the funder

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved.

Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full- Time, Part-Time), Subcontractor

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES

3.1 - Describe how your organization will publicize availability of this program to the community

BSRI is a research and evaluation company who does not provide direct services to clients. We will discuss this COAP program with put clients to help establish continuity of care for individuals served by community providers.

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

BSRI is trained in rapid cycle change and action research and will provide evaluation services for the COAP. By tracking progress towards goals on a quarterly basis, BSRI will have the information needed to alert project partners to issues if the project is not on track to meet its goals and will facilitate rapid cycle process improvements that can be implemented to better meet those goals.

By signing below, I certify that the information provided on this Scope of Work is true and accurate.

CBO



Print Name / Signature

1/21/2020

Date

**Miami-Dade
County**

Print Name / Signature

Date

EXHIBIT B

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT

PROJECT BUDGET

**MIAMI-DADE COUNTY
CORRECTIONS AND REHABILITATION DEPARTMENT**

**FY 2019 DOJ Comprehensive Opioid Abuse Site-based Program
Category 1: Locally Driven Responses to the Opioid Epidemic
*MDC Opioid Abuse Site-Based Program Response Project***

**BUDGET NARRATIVE – PLANNING PHASE
YEAR 1 (JANUARY 1, 2020 to DECEMBER 31, 2020)**

I. Salaries

1. Project Coordinator (MDCRD)

YEAR 1: \$37,912 In-Kind (Annual Salary: \$75,824 x 50% FTE In-Kind)

The Department's Administrative Office II for the Reentry Program Services Bureau will serve as the Project Coordinator. The Project Coordinator will manage the project; handle project fiscal and programmatic monitoring; prepare and submit performance reports, expenditure reports, grant adjustments, financial closeout documents; and work with the DOJ designated researcher and technical assistance provider. The Coordinator will be actively involved in the implementation process and will monitor the project performance of sub-contracted research activities. The Project Coordinator will serve as the coordinating representative between the Research Partner, collaborative partners and stakeholders, to direct the Planning and Implementation phases of the Project. The Project Coordinator 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.

2. Licensed Practical Nurse (JHS-CHS)

YEAR 1: \$24,037 (100% FTE Federal)

The Licensed Practical Nurse (LPN) will handle the administration of medication-assisted treatment (MAT), and observation of patients after medication is administered twice per day. Also, the LPN will document information in the electronic health record; conduct medication counts; maintain adequate stock levels of pharmaceuticals; complete necessary nursing reports; and confer with the care coordination team. To be hired by the beginning of the sixth-month during year-one of the Implementation phase.

SUB-TOTAL SALARIES: \$24,037 (100% Federal) / \$37,912 In-Kind

Fringe Benefits

1. Project Coordinator

YEAR 1: \$14,526 In-Kind (Annual Fringes: \$29,051 x 50% FTE In-Kind)

FICA, MICA, Retirement, Group Life, Health Plan and Workmen's Compensation as reflected on the official Miami-Dade County Payroll Plan. For Planning Year-one, Fringe benefits are calculated as

follows: FICA (6.2%); MICA (1.45%); Retirement for regular employees (8.260%); Flex Benefits (\$1,100); Premium Pay (\$1,300); and Group Health and Dental (\$14,325).

2. Licensed Practical Nurse

YEAR 1: \$8,167 (Federal)

Health Insurance, Dental Insurance, Retirement, FICA, Workers Compensation, Life Insurance, Union Pay, Uniform Allowance, and COLA is reflected on the official Jackson Health System Payroll Plan. Planning Year-one, Fringe benefits are calculated as follows: Health Insurance (\$346.15); Dental Insurance (\$11.92); Retirement (3.55%); FICA (7.65%); Workers Compensation (0.58%); Life Insurance (0.1274%); Union Pay (\$ 50.00); Uniform Allowance (\$125.00); and COLA (2%).

SUB-TOTAL FRINGE BENEFITS: \$8,167 Federal / \$0 In-Kind

II. Non-Salaries

1. Travel

a. Local travel – N/A

b. DOJ-sponsored trainings and meetings

Key project staff will attend one annual national meeting each year during the grant period. Travel expenses are budgeted to include airfare, hotel, per diem, and group transportation, for two staff to attend one face-to-face meeting each year of the life of the grant. Each meeting is budgeted for 3 days each in Washington, D.C. The following costs associated with required domestic travel to DOJ sponsored meetings for 2 staff for 3 meetings during each of three years. These costs are budgeted per average airfare to Washington, DC. [Airfare (\$725) + Lodging (\$175/night x 3 nights) + Per Diem (\$50/day x 4 days) + Parking (\$50/day x 4 days) + Local transportation (\$50) + Luggage Check-In (\$50/person)]. Budgeted travel expenses are based on actual historical cost and in most cases are lower than the maximum allowable per federal/GSA rates. Round-trip Airfare: \$4,350, Lodging: \$3,150, Per Diem: \$1,200, Parking (Miami): \$1,200, Local Transportation to/from Hotel/Airport: \$600, and Luggage Check-In: \$600. Total: \$11,100.

YEAR 1: \$3,700 Federal / \$0 In-kind

SUB-TOTAL TRAVEL: \$3,700 (100% Federal)

2. Equipment

Two (2) Dell Laptop Computers @ \$2,000 = \$4,000.00.

Computers will support the project and will be used by the MDCRD Counselor/Case Manager and the medical staff at JHS-CHS.

SUB-TOTAL EQUIPMENT: \$4,000.00 (100% Federal)

3. Supplies

Costs are associated with the purchase of office/clerical supplies for administering the project, and printing of project-related documents, manual, policies, procedures, forms, and preparation

of the Research Report. Office Supplies will include reams of paper, pens, tape, binder clamps, file folders, ink and toner cartridges, flash drives, three-ring binders, and the production and reproduction of documents. 12 months @ \$200 = \$2,400.00

SUB-TOTAL SUPPLIES: \$2,400 (100% Federal)

4. Consultant/Contracts

Research Partner: Behavioral Science Research Institute

YEAR 1: A subaward will be established between Miami-Dade County and Behavioral Science Research Institute, for the Research Partner, Angela D. Mooss, Ph.D., C.P.H. The Research Partner will conduct action research and provide skills and assistance as follows: 1) Obtain and analyze data; 2) Establish, review and update performance measures; 3) Track measures to assist in the improvement of program implementation and fidelity; 4) Provide subject matter expertise and guidance; 5) Establish a protocol for a performance and outcomes evaluation; 6) Attend and provide updates at monthly and quarterly project meetings, 7) Work with the DOJ provided Training and Technical Assistance Provider and the Researcher selected by DOJ; 8) Participate in DOJ trainings and conferences; and 9) Support the preparation of quarterly reports and a Project Evaluation Report, suitable for dissemination. The total cost of the sub-award contract is \$108,000 of which \$36,000 will be disbursed during Planning Year 1.

YEAR 1: \$36,000 (Federal)

SUB-TOTAL CONTRACTUAL: \$36,000 Federal

5. Other

5a. Sequential Intercept Model Mapping and Workshop

In Planning year 1, the project will plan and map the 'Intercepts' associated with the opioid epidemic in South Florida and provided for a training/workshop for stakeholders (first responders, police, court staff, health/medical professionals, jail staff, and rehabilitative/treatment service providers). This component would lead to further identification of resources and signed, stakeholder participation agreements. \$1,000 is budgeted.

SUB-TOTAL OTHER: \$1,000 Federal / \$0 In-Kind

TOTAL PLANNING COSTS YEAR 1: \$79,304 (Federal) / \$37,912 (In-kind)

**MIAMI-DADE COUNTY
BUDGET NARRATIVE – IMPLEMENTATION PHASE
YEAR 2 (JANUARY 1, 2021 – DECEMBER 31, 2021)
YEAR 3 (JANUARY 1, 2022 – DECEMBER 31, 2022)**

I. Salaries

1. Project Coordinator (MDCRD)

YEAR 2: \$37,912 In-Kind (Annual Salary: \$75,824 x 50% FTE In-Kind)

YEAR 3: \$37,912 In-Kind (Annual Salary: \$75,824 x 50% FTE In-Kind)

The Department's Administrative Office II for the Reentry Program Services Bureau will serve as the Project Coordinator. The Project Coordinator will manage the project; handle project fiscal and programmatic monitoring; prepare and submit performance reports, expenditure reports, grant adjustments, financial closeout documents; and work with the DOJ designated researcher and technical assistance provider. The Coordinator will be actively involved in the implementation process and will monitor the project performance of sub-contracted research activities. The Project Coordinator will serve as the coordinating representative between the Research Partner, collaborative partners and stakeholders, to direct the Implementation phase of the Project in years two and three. The Project Coordinator 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.

2. Licensed Practical Nurse (JHS-CHS)

YEAR 2: \$49,035 (100% FTE Federal)

YEAR 3: \$50,015 (100% FTE Federal)

The Licensed Practical Nurse (LPN) will handle the administration of medication-assisted treatment (MAT), and observation of patients after medication is administered twice per day. Also, the LPN will document information in the electronic health record; conduct medication counts; maintain adequate stock levels of pharmaceuticals; complete necessary nursing reports; and confer with the care coordination team. A 2% COLA (cost of living adjustment) is included in budgeted salary for years two and three.

3. Counselor/Licensed Clinical Social Worker (JHS-CHS)

YEAR 2: \$23,130 (45% FTE Federal)

YEAR 3: \$23,591 (45% FTE Federal)

Counselor/LCSW will work with participants in the MAT clinic to provide professional counseling and therapeutic interventions to individuals or groups; perform psychosocial assessments to evaluate psychopharmacological issues and determine treatment dynamics. The Counselor/LCSW will develop treatment plans for inmates while incarcerated; makes referrals for social services; prepare dispositional planning and aftercare as needed. To be hired by the end of Year 1 to be available for counseling as services in year two and three. A 2% COLA (cost of living adjustment) is included in budgeted salary for year three.

4. Corrections Counselor/Case Manager (MDCRD)

YEAR 2: \$39,092 (100% FTE Federal)

YEAR 3: \$39,092 (100% FTE Federal)

A MDCR Department Corrections Counselor Case Manager will conduct assessments, counseling, and provide case management for participants including the development of Reentry Plans.

5. Correctional Officer

YEAR 2: \$38,019 (100% FTE Federal)

YEAR 3: \$38,019 (100% FTE Federal)

MDCR Department Correctional Officer will handle participant transfers and movement between dormitories, medical facilities; other project-site locations; and will always monitor inmate participants.

SUB-TOTAL SALARIES: \$299,992 (100% Federal) / \$75,824 In-Kind

Fringe Benefits

1. Project Coordinator

YEAR 2: \$14,526 In-Kind (Annual Fringes: \$29,051 x 50% FTE In-Kind)

YEAR 3: \$14,526 In-Kind (Annual Fringes: \$29,051 x 50% FTE In-Kind)

FICA, MICA, Retirement, Group Life, Health Plan and Workmen's Compensation as reflected on the official Miami-Dade County Payroll Plan. For Implementation Years two and three, Fringe benefits are calculated as follows: FICA (6.2%); MICA (1.45%); Retirement for regular employees (8.260%); Flex Benefits (\$1,100); Premium Pay (\$1,300); and Group Health and Dental (\$14,325).

2. Licensed Practical Nurse

YEAR 2: \$16,574 (Federal)

YEAR 3: \$16,690 (Federal)

Health Insurance, Dental Insurance, Retirement, FICA, Workers Compensation, Life Insurance, Union Pay, Uniform Allowance, and COLA is reflected on the official Jackson Health System Payroll Plan. Planning Year-one, Fringe benefits are calculated as follows: Health Insurance (\$346.15); Dental Insurance (\$11.92); Retirement (3.55%); FICA (7.65%); Workers Compensation (0.58%); Life Insurance (0.1274%); Union Pay (\$ 50.00); Uniform Allowance (\$125.00); and COLA (2%).

3. Counselor/Licensed Clinical Social Worker

YEAR 2: \$2,590 (Federal)

YEAR 3: \$2,642 (Federal)

Health Insurance, Dental Insurance, Retirement, FICA, Workers Compensation, Life Insurance, Union Pay, Uniform Allowance, and COLA is reflected on the official Jackson Health System Payroll Plan. Planning Year-one, Fringe benefits are calculated as follows: Health Insurance (\$346.15); Dental Insurance (\$11.92); Retirement (3.55%); FICA (7.65%); Workers Compensation (0.58%); Life Insurance (0.1274%); and COLA (2%).

4. Corrections Counselor/Case Manager

YEAR 2: \$23,080 (Federal)

YEAR 3: \$23,080 (Federal)

FICA, MICA, Retirement, Group Life, Health Plan and Workmen's Compensation as reflected on the official Miami-Dade County Payroll Plan. For Implementation Years two and three, Fringe benefits are calculated as follows: FICA (6.2%); MICA (1.45%); Retirement for regular employees (8.260%); Flex Benefits (\$1,100); Premium Pay (\$1,300); and Group Health and Dental (\$14,325).

5. Correctional Officer

YEAR 2: \$27,780 (Federal)

YEAR 3: \$27,780 (Federal)

FICA, MICA, Retirement, Group Life, Health Plan and Workmen's Compensation as reflected on the official Miami-Dade County Payroll Plan. For Implementation Years two and three, Fringe benefits are calculated as follows: FICA (6.2%); MICA (1.45%); Retirement for regular employees (24.5%); Flex Benefits (\$1,100); and Group Health and Dental (\$14,325).

SUB-TOTAL FRINGE BENEFITS: \$140,216 Federal / \$29,052 In-Kind

II. Non-Salaries

1. Travel

a. Local travel – N/A

b. DOJ-sponsored trainings and meetings

Key project staff will attend one annual national meeting each year during the grant period. Travel expenses are budgeted to include airfare, hotel, per diem, and group transportation, for two staff to attend one face-to-face meeting each year of the life of the grant. Each meeting is budgeted for 3 days each in Washington, D.C. The following costs associated with required domestic travel to DOJ sponsored meetings for 2 staff for 3 meetings during each of three years. These costs are budgeted per average airfare to Washington, DC. [Airfare (\$725) + Lodging (\$175/night x 3 nights) + Per Diem (\$50/day x 4 days) + Parking (\$50/day x 4 days) + Local transportation (\$50) + Luggage Check-In (\$50/person)]. Budgeted travel expenses are based on actual historical cost and in most cases are lower than the maximum allowable per federal/GSA rates. Round-trip Airfare: \$4,350, Lodging: \$3,150, Per Diem: \$1,200, Parking (Miami): \$1,200, Local Transportation to/from Hotel/Airport: \$600, and Luggage Check-In: \$600. Total: \$11,100.

YEAR 2 and 3: \$7,400 Federal / \$0 In-kind

SUB-TOTAL TRAVEL: \$7,400 (100% Federal)

2. Equipment – N/A

3. Supplies

Costs associated with the purchase of office/clerical supplies for administering the project, and printing of project-related documents, manual, policies, procedures, forms, and preparation of the Research Report. Office Supplies will include reams of paper, pens, tape, binder clamps, file folders, ink and toner cartridges, flash drives, three-ring binders, and the production and reproduction of documents. 12 months @ \$200 = \$2,400.00 (Year 2) and 12 months @ \$200 = \$2,400.00 (Year 3).

YEAR 2: \$2,400 Federal / \$0 In-kind

YEAR 3: \$2,400 Federal / \$0 In-kind

SUB-TOTAL SUPPLIES: \$4,800 (Federal) / \$0 (In-kind)

4. Consultants/Contracts

a. Research Partner: Behavioral Science Research Institute

YEARS 2 and 3: A subaward will be established between Miami-Dade County and Behavioral Science Research Institute, for the Research Partner, Angela D. Mooss, Ph.D., C.P.H. The Research Partner will conduct action research and provide skills and assistance as follows: 1) Obtain and analyze data; 2) Establish, review and update performance measures; 3) Track measures to assist in the improvement of program implementation and fidelity; 4) Provide subject matter expertise and guidance; 5) Establish a protocol for a performance and outcomes evaluation; 6) Attend and provide updates at monthly and quarterly project meetings; 7) Work with the DOJ provided Training and Technical Assistance Provider and the Researcher selected by DOJ; 8) Participate in DOJ trainings and conferences; and 9) Support the preparation of quarterly reports and a Project Evaluation Report, suitable for dissemination. The total cost of the sub-award contract is \$108,000 of which a total of \$72,000 will be disbursed during Planning Years 2 and 3.

YEAR 2: \$36,000 Federal / \$0 In-kind

YEAR 3: \$36,000 Federal / \$0 In-kind

b. Medication Assisted Treatment (MAT): Jackson Health System

Jackson Health System (JHS) is Miami-Dade's public safety-net health system, and the primary provider for indigent care. The Corrections Health Services Division (CHS) provides health care within three jails located throughout Miami-Dade County. JHS will provided the inmates in these facilities with medical, mental health, dental, pharmacy, emergency and educational services. Implementation Years 2 and 3 will include the provision of MAT, services, treatment, and support to project participants. Over two years, the project will serve 68 male inmates per year x 2 years = 136 + 18 women, for a total of 154 inmates.

Medication Assisted Treatment – Implementation Years 2 and 3

Avg. Daily Census of MAT Patients	Suboxone 8-2mg & 4-2mg Cost Per Dose	Daily Doses	Days Per Year	Annual Doses	Annual Cost	Two Years
15	0.7543	2	365	10,950	\$8,259.59	\$16,519.17
Avg. Daily Census of MAT Patients-Pregnant	Subutex 8mg Cost Per Dose	Daily Doses	Days Per Year	Annual Doses	Annual Cost	Two Years
2	0.7543	2	365	1,460	\$1,101.28	\$2,202.56

Medication at Discharge

Number Served Annually	Daily Doses	Bridge Med Days	Cost		Annual Cost	Two Years
68	2	7	\$0.75		\$714.00	\$1,428.00

Total Medication Costs: \$20,150

Data Collection and Reporting: \$1,126 per year x 2 years = \$3,379

SUB-TOTAL MEDICATIONS: \$23,529 (Federal) / \$0 (In-kind)

c. Level II Residential Treatment: South Florida Behavioral Health Network, Inc. (SFBHN)
Residential Level II facilities are licenses, structured, rehabilitation-oriented group facilities that have twenty-four hour per day, seven days per week, supervision. Level II services provide a range of assessment, treatment, rehabilitation and ancillary services in a less intensive therapeutic environment with an emphasis on rehabilitation. Ten beds will be available for residential treatment in Implementation years 2 and 3.

Medication Assisted Treatment (MAT) is a covered service that provides for the delivery of medications for the treatment of substance abuse disorders which are prescribed by a licensed health care professional. Services will be based upon a clinical assessment and provided in conjunction with substance abuse treatment.

Description	Year 1	Year 2	Year 3	TOTALS
	Planning			
10 Beds		10	10	
Cost per day		\$200	\$206	
Cost per 90-day Treatment		\$180,000	\$185,400	\$365,400

d. Level II Residential Treatment: Miami-Dade County Community Action and Human Services Department (CAHSD), Rehabilitative Services Division, Residential Treatment Program (New Direction)

New Direction is a 109-bed residential substance abuse treatment program that delivers comprehensive, evidence based, substance abuse evaluation and treatment services to residents of Miami-Dade County. New Direction will designate seven (7) beds for the project for Implementation years 2 and 3. A minimum of seven (7) clients per year will complete up to 90 days of treatment, for a total of 14 clients in two years.

Description	Year 1	Year 2	Year 3	TOTALS
	Planning			
7 Beds		7	7	
Cost per day		\$155	\$159	

Cost per 90-day Treatment		\$97,650	\$100,170	\$197,820
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Below is the complement of services provided by both SFBHN and CAHSD to 34 project participants receiving Level II Residential Treatment (beds) and 120 inmates that will be eligible for Outpatient Treatment and Services.

Upon admission, clients will undergo physical examination and comprehensive psychosocial assessment reflective of a client's unique needs. In addition, individualized treatment plans and goals are developed and reviewed every 30 days to re-evaluate a client's progress toward identified goals and evolving treatment needs, as well as link them with appropriate community and auxiliary resources throughout the treatment process and beyond. Services provided onsite at the residential level include but are not limited to: 1) evidence-based individual and group treatment modalities utilizing curriculums such as Living-in-Balance; 2) Seeking Safety (trauma-informed care); 3) Cognitive-Behavioral Therapy (CBT); 4) Motivational Interviewing (MI); 5) onsite Twelve-Step Facilitation (TSF); 6) smoking cessation; and 7) evidenced-based Living Skills curriculums that target sustainability areas such as developing a healthy routine, employment coaching and budget management, and building effective interpersonal communication skills. A complement of the same services and treatment will be provided to participants receiving Outpatient Treatment. Individuals with co-occurring mental health disorders will receive targeted psychological services, including psychological assessment and evaluation, as well as individual therapy delivered by licensed mental health professionals and graduate-level trainees. Psychiatric evaluations are completed onsite for all clients within 14 days of treatment. Medical examination, laboratory testing and psychiatric evaluation are conducted for all clients by a licensed physician. Medication Assisted Treatment (MAT) is also available to clients with opioid use disorders, who are deemed appropriate by a physician. The residential treatment program covers the cost of medication for indigent and under-insured clients to stabilize symptomology and increase treatment adherence. HIV and Hepatitis testing and post-test counseling are also provided onsite to all residential treatment clients. Urinalysis and drug testing are conducted randomly to monitor treatment progress and ensure compliance.

Comprehensive case management services and referrals are provided on an ongoing basis to enhance success in treatment and assist with housing, medical and other unique client needs. Clients who are preparing for discharge from the project will participate in comprehensive aftercare planning and will be referred to follow-up care resources (i.e. including outpatient treatment services) to assist in sustaining recovery in the community, as well as successfully engaging in a continuum of care to appropriately address the ongoing medical and mental health needs of members of the population of focus (e.g. access to MAT). Facilitation of follow-up care will also include working closely with other community mental health and medical providers, as well as providing linkages to recovery housing resources consisting of structured environments with consistent peer support, and ongoing case management services.

SUB-TOTAL LEVEL II RESIDENTIAL TREATMENT: \$563,220 (Federal) / \$0 (In-kind)

SUB-TOTAL CONTRACTUAL: \$1,111,157 Federal / \$0 In-kind

5. Other

5a Medical supplies, pharmaceutical products, office supplies and other unanticipated needs. \$9,539 for years 2 and 3.

SUB-TOTAL OTHER: \$9,539 Federal / \$0 In-kind

IMPLEMENTATION COST FOR YEARS 2 AND 3: \$1,135,223 Federal / \$79,824 In-Kind

TOTAL PROJECT BUDGET: YEAR 1: \$79,304 AND YEAR 2 AND 3: \$1,135,223 = \$1,214,527*

BUDGET SUMMARY

A. PERSONNEL	\$437,766
B. FRINGE BENEFITS	\$148,383
C. TRAVEL	\$11,100
D. EQUIPMENT	\$4,000
E. SUPPLIES	\$7,200
F. CONSTRUCTION	\$0
G. CONSULTANT/CONTRACTS	\$718,278
H. OTHER COST	\$10,539
TOTAL DIRECT COSTS	\$1,337,263
I. INDIRECT COST	\$0
TOTAL PROJECT COSTS	\$1,337,263
FEDERAL REQUEST	\$1,200,000
IN-KIND CONTRIBUTION	\$137,263* The MDCRD will absorb the additional project cost of \$14,527 over three years, as in-kind to the Project.

EXHIBIT C

MIAMI-DADE COUNTY

PROFESSIONAL SERVICES AGREEMENT

U.S. DOJ NOTICE OF AWARD and SPECIAL CONDITIONS (EXHIBIT C)



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2019

The Honorable Carlos A. Gimenez
Miami-Dade County
111 NW 1st Street
Miami, FL 33128-1994

Dear Mayor Gimenez:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Comprehensive Opioid Abuse Site-based Program in the amount of \$1,200,000 for Miami-Dade County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Maria Anderson, Program Manager at (202) 598-7381; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 29, 2019

The Honorable Carlos A. Gimenez
Miami-Dade County
111 NW 1st Street
Miami, FL 33128-1994

Dear Mayor Gimenez:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.



If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

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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: 2019-AR-BX-K009		
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022		
2a. GRANTEE IRS/VENDOR NO. 596000573		6. AWARD DATE 09/29/2019	7. ACTION Initial	
2b. GRANTEE DUNS NO. 131910254		8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE MDC Opioid Abuse Site-Based Program Response Project		10. AMOUNT OF THIS AWARD \$ 1,200,000		
		11. TOTAL AWARD \$ 1,200,000		
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 FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Carlos A. Gimenez Mayor		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B AR 80 00 00 1200000		21. UARUGT0527		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
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PROJECT NUMBER 2019-AR-BX-K009

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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 assurances or certifications 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. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

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 an assurance or certification 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 U.S. 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 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 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 2019 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 (that is, moved and renumbered) 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, 2017, 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, 2017, 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/fmts.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).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. 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.

11. 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.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

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, \$250,000). 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 \$250,000)), and are incorporated by reference here.



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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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SPECIAL CONDITIONS

14. 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.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. 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").

17. 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.

18. 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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19. 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.

20. 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.

21. 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.

22. 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."

23. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, 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, currently, 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 28 C.F.R. Part 38 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 I, Part 38, under e-CFR "current" data.



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24. 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.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.

26. 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) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) 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 (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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



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27. 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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28. 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.

29. 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.

30. 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.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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35. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. 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.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

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

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, "FAPIIS").

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, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. 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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41. 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.

42. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
43. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

44. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

45. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

46. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K009 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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47. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
49. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
50. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

51. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.



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52. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orben Terry, NEPA Coordinator

Subject: Categorical Exclusion for Miami-Dade County

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2019-AR-BX-K009

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This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Maria Anderson
(202) 598-7381

2. PROJECT DIRECTOR (Name, address & telephone number)

Daniel T. Wall
Assistant Director
Stephen P. Clark Center
111 NW 1st Street, 22nd Floor
Miami, FL 33128
(305) 375-4742

3a. TITLE OF THE PROGRAM

Category 1: Locally Driven Responses to the Opioid Epidemic

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

MDC Opioid Abuse Site-Based Program Response Project

5. NAME & ADDRESS OF GRANTEE

Miami-Dade County
111 NW 1st Street
Miami, FL 33128-1994

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 1,200,000

10. DATE OF AWARD

09/29/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by the opioid epidemic. The Harold Rogers Prescription Drug Monitoring Program (PDMP) has been incorporated into the FY 2019 COAP solicitation. The purpose of the Harold Rogers PDMP is to improve collaboration and strategic decision making among regulatory and law enforcement agencies and public health entities to address prescription drug and opioid abuse, save lives, and reduce crime.

COAP aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent

OJP FORM 4000/2 (REV. 4-88)

the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to the opioid epidemic that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for non-violent drug offenders; promote education and prevention activities; and address the needs of children impacted by the opioid epidemic. All projects are expected to involve multiple agencies and partners.

The Miami-Dade Corrections and Rehabilitation Department proposes to expand medication-assisted treatment (MAT) services in the county jail, provide reentry services and utilize residential treatment beds and emergency housing. Grant funds will be used to hire personnel to deliver MAT and reentry services, purchase residential treatment beds and emergency housing, and conduct a Sequential Intercept Mapping workshop. Project partners include Jackson Health System, City of Miami Homeless Assistance Program, Miami-Dade County Community Action and Human Services Department, and South Florida Behavioral Health Network, Inc. The applicant will engage the Behavioral Science Research Institute as their research partner.

CA/NCF

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: 305-375-5773www.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** 59-1697458**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** _____

Behavioral Science Research Institute, Inc.

A) Name of Entity, Individual(s), Partners or Corporation**1850 SW 8TH STREET, SUITE 309****MIAMI**

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

City

B) Doing Business As (If same as line A, leave blank)**FL****USA****33135**

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
NONE		

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	
NONE												

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
NONE	

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			2
Black			.5
Hispanic			1
Asian/Pacific Islander			1.5
Native American/Alaskan Native			
Other		1	
Total Number of Employees		1	5
		6	
		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 firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The 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 firm's 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)

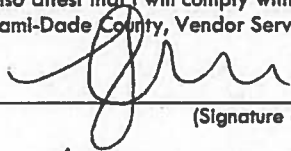
Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

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)

1/29/2020

(Date)

ANGELA MOSS

EXECUTIVE DIRECTOR

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public -
State of:

Florida

State

Miami Dade

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this

29

day of

JANUARY

20 20

by

Angela D. Moss

He or she is personally known to me

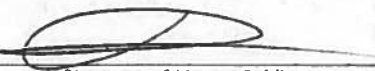
☐

Or has produced identification

☒

Type of Identification Produced

FL Driver License



Signature of Notary Public

RAUL CHAVARRIA

Print or Stamp of Notary Public

(Serial Number)

FF962231

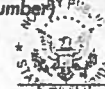
RAUL CHAVARRIA

MY COMMISSION # FF 962231

EXPIRES: March 6, 2020

03-06-2020

Expiration Date



Notary Public Seal
(When applicable)

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 Miami Dade County
by ANGELA MOOSS
(Print individual's name and title)
for Behavioral Science Research Institute, Inc.
(Print Name of entity submitting sworn statement)
whose business address is 1850 SW 8TH STREET, SUITE 309 MIAMI, FL 33135

and if applicable its Federal Employer Identification Number (FEIN) is 59-1697458
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

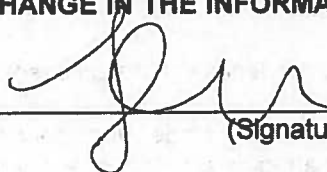
person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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 29 day of JANUARY,
2020. Personally known _____

OR Produced Identification FL Driver License Notary Public - State of Florida
FL Driver License My commission expires 03-06-2020
(Type of Identification)



RAUL CHAVARRIA
MY COMMISSION # FF 962231
EXPIRES March 6, 2020
Notary Public - State of Florida


(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: Behavioral Science Research Institute, Inc.

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

NO SUBCONTRACTORS WILL BE USED

Provider's Name: Behavioral Science Research Institute, Inc.

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".

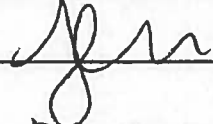
Name of Supplier

City and State

NO SUPPLIERS WILL BE USED

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

Signature of Authorized Representative:



Title: EXECUTIVE DIRECTOR

Date: 1/28/2020

Firm Name: BEHAVIORAL SCIENCE

Fed. ID No. 59-1697458

Address: 1850 SW 8th St, Ste 309

City/State Zip: MIAMI FL 33135

Telephone: (786) 717-5599

Fax: ()

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

FEIN # 58-1697458

In accordance with Ordinance No. 11-80, 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.)

[illegible]

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

Date 1/28/2020

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:

ANGELA MUWIS
(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:

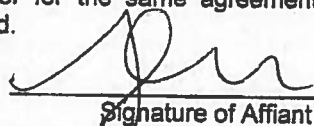
☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited 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:


Signature of Affiant

11/29/ 2020
Date

ANGELA MUWIS EXECUTIVE
Printed Name of Affiant and Title

519-1619745181
Federal Employer Identification Number

Behavioral Science Research Institute, Inc.

Printed Name of Firm

1850 SW 8TH STREET, SUITE 309 MIAMI, FL 33135

Address of Firm

BID NO.:
BID TITLE:

2020 **SUBSCRIBED AND SWORN TO** (or affirmed) before me this 25 day of JANUARY

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

FL Divc. Lic

Type of identification

[Signature]

Signature of Notary

FF 962231

Serial Number

RAUL CHAVARRIA

Print or Stamp Name of Notary

03-06-2020

Expiration Date

Notary Public – State of Florida

Notary Seal



RAUL CHAVARRIA
MY COMMISSION # FF 962231
EXPIRES: March 6, 2020
Bonded Thru Budget Notary Services

[Signature]

EXHIBIT D-6



Applicant Name: Behavioral Science Research Institute, Inc.

Address: 1850 SW 8TH STREET, SUITE 309 MIAMI, FL 33135

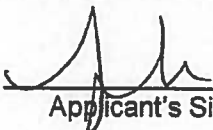
Telephone Number: 305-443-2000

Pursuant to Miami-Dade County Resolution No. R-630-13, the undersigned certifies, to the best of his or her knowledge and belief, that:

1. Within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members:
 - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
 - (ii) have been cited by a funding source for non-compliance or default under a contract;
 - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters which prohibit the Agency from making the certifications required and explain how the matters are being resolved (use separate sheet if necessary):

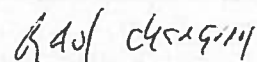
This is certified by my signature:


Applicant's Signature

ANGELA MOSS
Print Applicant's Name

11/29/2020
Date

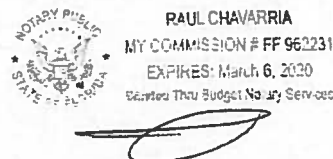
Subscribed and sworn to (or affirmed) before me this 20 day of January, 2020
by Angela P. Moss. He/she is personally known to me or has presented _____
as identification number: FL Driver's Lic


(Print or Stamp of Notary):

Expiration Date: 03-06-2020

Notary Seal:

Notary Public – State of Florida





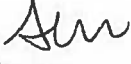

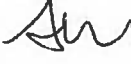
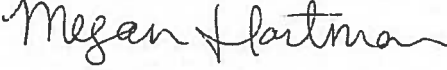


Behavioral Science Research Institute

EXHIBIT D-7 Authorized Signature Form

January 28, 2020

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	TITLE	SIGNATURE
I. Prime Contracts and Sub-Contracts.		
Angela Mooss	Executive Director	
Megan Hartman	Associate Director	
II. Checks (List amount limits)		
Angela Mooss	Executive Director	
Megan Hartman	Associate Director	
III. Budget Revision Requests		
Angela Mooss	Executive Director	
Megan Hartman	Associate Director	
IV. Payment Requests		
Angela Mooss	Executive Director	
Megan Hartman	Associate Director	