

MEMORANDUM

Agenda Item No. 14(A)(1)

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

DATE: June 15, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute amendment #A1 to a Letter of Agreement on behalf of the Miami-Dade Board of County Commissioners ("Board") related to the Miami-Dade County Sterile Needle and Syringe Exchange Program ("Program") with the State of Florida Department of Health, which shall remain in effect for a term of three years, with options to renew for three additional three-year terms unless terminated or no longer authorized by state or local law; approving the University of Miami as the operator of the program; authorizing the County Mayor to execute an agreement, on behalf of the Board, with the University of Miami for the operation of the program, for a one-year term, which shall automatically renew, for eleven additional one-year terms, unless terminated or no longer authorized by state or local law; and authorizing the County Mayor to execute amendments and other agreements and documents necessary for the program and to exercise the termination and renewal provisions set forth therein, provided that such other agreements and documents and any amendments thereto do not extend the term of the program and are consistent with the purpose described herein

Resolution No. R-610-21

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman and Co-sponsors Commissioner Rebeca Sosa and Senator Javier D. Souto.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: June 15, 2021

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Authorizing County Mayor to Execute a Letter of Agreement with the Florida Department of Health, Approving the University of Miami as the Operator of the Miami-Dade County Sterile Needle and Syringe Exchange Program (Program), and Authorizing the County Mayor to Execute an Agreement between Miami-Dade County and the University of Miami for the Operation of the Program

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Amendment #A1 to a Letter of Agreement on behalf of the Miami-Dade Board of County Commissioners ("Board") related to the Miami-Dade County Sterile Needle and Syringe Exchange Program ("Program") with the State of Florida Department of Health attached hereto and incorporated herein as Attachment A, which shall remain in effect for a term of three years, with options to renew for three additional three-year terms unless terminated or no longer authorized by state or local law. It is further recommended that the Board approve the University of Miami as the operator of the Program and authorize the County Mayor or County Mayor's designee to execute an Operating Agreement, on behalf of the Board, with the University of Miami. Such operating agreement is attached hereto and incorporated herein as Attachment B and shall extend for a one-year term, which shall automatically renew for eleven additional one-year terms, unless terminated or no longer authorized by state or local law. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute amendments and other agreements and documents necessary for the program and to exercise the termination and renewal provisions set forth therein, provided that such other agreements and documents and any amendments thereto do not extend the term of the Program and are consistent with the purpose described herein

Scope

This item has countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute Amendment #A1 to a Letter of Agreement on behalf of the Board of County Commissioners with the State of Florida Department of Health and to execute an operating agreement with the University of Miami. The Letter of Agreement with the State of Florida Department of Health shall remain in effect for a term of three years, with options to renew for three additional three-year terms unless terminated or no longer authorized by state or local law. The Operating Agreement with

the University of Miami shall extend for a one-year term, which shall automatically renew, for 11 additional one-year terms, unless terminated or no longer authorized by state or local law.

Fiscal Impact/Funding Source

This item does not have any fiscal impact on the County. The program will be funded using donations or grant funds.

Track Record/Monitor

This Agreement will be monitored by JD Patterson, Miami-Dade County, Chief Public Safety Officer.

Background

During the 2016 Legislative Session, the Florida Legislature enacted the Miami-Dade Infectious Disease Elimination Act (IDEA), which in part, authorized the University of Miami to create a five-year needle exchange pilot program in Miami-Dade County (IDEA Exchange). The primary purpose of the free needle exchange is to prevent the transmission of human immunodeficiency virus (HIV), acquired immunodeficiency syndrome (AIDS), viral hepatitis, or other blood-borne diseases. IDEA Exchange provides sterile needle and syringes and support services to intravenous drug users.

During the 2019 legislative session, the Florida Legislature amended section 381.0038, Florida Statutes, which subject to several conditions, authorizes the Board to establish a needle and syringe exchange program within Miami-Dade County. One condition was to authorize such a program in a County ordinance. This Board satisfied said condition through passage of article IX of the Code of Miami-Dade County, Florida, which created the Miami-Dade County Sterile Needle and Exchange Program, in accordance with section 381.0038, Florida Statutes. Additionally, the Board directed the County Mayor or County Mayor's designee to satisfy the requirements of section 2-81.1 of the Code no later than July 1, 2021, and required the provision of a report.

Attachments:

Attachment A - Letter of Agreement between State of Florida Department of Health and Miami-Dade

Attachment B – Agreement Between Miami-Dade County and the University of Miami for operation of the Miami-Dade County Sterile Needle and Syringe Exchange Program



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: June 15, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(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. 14(A)(1)
6-15-21

RESOLUTION NO. R-610-21

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A LETTER OF AGREEMENT ON BEHALF OF THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS ("BOARD") RELATED TO THE MIAMI-DADE COUNTY STERILE NEEDLE AND SYRINGE EXCHANGE PROGRAM ("PROGRAM") WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH, WHICH SHALL REMAIN IN EFFECT FOR A TERM OF TEN YEARS, WITH OPTIONS TO RENEW FOR THREE ADDITIONAL TEN-YEAR TERMS UNLESS TERMINATED OR NO LONGER AUTHORIZED BY STATE OR LOCAL LAW; APPROVING THE UNIVERSITY OF MIAMI AS THE OPERATOR OF THE PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT, ON BEHALF OF THE BOARD, WITH THE UNIVERSITY OF MIAMI FOR THE OPERATION OF THE PROGRAM, FOR A ONE-YEAR TERM, WHICH SHALL AUTOMATICALLY RENEW, FOR ONE-YEAR TERMS, UNLESS TERMINATED OR NO LONGER AUTHORIZED BY STATE OR LOCAL LAW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS AND OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR THE PROGRAM AND TO EXERCISE THE MODIFICATION AND EXTENSION PROVISIONS SET FORTH THEREIN, PROVIDED THAT SUCH OTHER AGREEMENTS AND DOCUMENTS AND ANY AMENDMENTS THERETO DO NOT EXTEND THE TERM OF THE PROGRAM AND ARE CONSISTENT WITH THE PURPOSE DESCRIBED HEREIN

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

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

Section 1. Authorizes the County Mayor or County Mayor’s designee to execute a Letter of Agreement, in substantially the form attached hereto as Attachment A and made a part hereof, on behalf of the Miami-Dade Board of County Commissioners (“Board”) related to the Miami-Dade County Sterile Needle and Syringe Program (“Program”) with the State of Florida Department of Health, which shall remain in effect for a term of 3 years, with options to renew for three additional 3-year terms unless terminated by either party or if the Program is no longer authorized by section 381.0038, Florida Statutes or article IX of the Code of Miami-Dade County, as either may be amended.

Section 2. Approves the University of Miami as the operator of the Program.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute an operating agreement, in substantially the form attached hereto as Attachment B and made a part hereof, on behalf of the Board, with the University of Miami for the operation of the Program, for a one-year term, which shall automatically renew for 11 one-year terms unless terminated by either party or if the Program is no longer authorized by section 381.0038, Florida Statutes or article IX of the Code of Miami-Dade County, as either may be amended. The University of Miami will operate the Program under the name of the Infectious Disease Elimination Act (IDEA) Syringe Service Program. The primary purpose of the Program is to provide intravenous drug users with sterile needles and syringes in exchange for used needles and hypodermic syringes to prevent the transmission of the human immunodeficiency virus (HIV), acquired immunodeficiency syndrome (AIDS), viral hepatitis, or other blood-borne diseases.

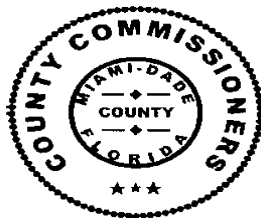
Section 4. Authorizes the County Mayor or County Mayor’s designee to execute amendments, and other agreements and documents necessary for the Program and to exercise the modification and extension provisions set forth therein, provided that such other agreements and

documents and any amendments thereto do not extend the term of the Program and are consistent with the purposes described herein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of June, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

**LETTER OF AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF HEALTH
AND
MIAMI-DADE BOARD OF COUNTY COMMISSIONERS**

THIS LETTER OF AGREEMENT (Agreement) is entered into by and between the State of Florida, Department of Health (Department), located at 2585 Merchants Row Boulevard, Tallahassee, Florida, and the Miami-Dade Board of County Commissioners (BCC), located at the Stephen P. Clark Government Center, 111 NW 1st Street, 2nd Floor, Miami, Florida 33128, jointly referred to as the "parties."

- A. Scope of Agreement:** The purpose of this Agreement is to establish the parties' duties related to the BCC's authorization and operation of a sterile needle and syringe exchange program (Exchange Program) in accordance with section 381.0038(4), Florida Statutes. This program will allow the free exchange of clean, unused needles and hypodermic syringes for used needles to prevent the transmission of HIV, AIDS, viral hepatitis, or other blood-borne diseases.
- B. Term:** This Agreement begins upon the date of last signature and shall remain in effect for a period not to exceed three years, unless otherwise modified in writing by the parties or until section 381.0038, Florida Statutes or Article IX of the Code of Miami-Dade County, Florida is rescinded or repealed, whichever occurs first.
- C. Legal Authority:** Section 381.0038(4), Florida Statutes; and Article IX of the Code of Miami-Dade County, Florida.
- D. Parties' Responsibilities**
1. The BCC must perform the following:
 - a. Authorize the Exchange Program through enactment of a county ordinance. Provide a copy of the ordinance to the Department upon request.
 - b. Execute a contract with one of the following entities to serve as the (Exchange Program Operator) to operate the Exchange Program. A copy of the contract must be provided to the Department within 45 days from the contract execution date.
 - (1) A hospital licensed under chapter 395, Florida Statutes;
 - (2) A health care clinic licensed under Part X of chapter 400, Florida Statutes;
 - (3) A medical school in the state of Florida accredited by the Liaison Committee on Medical Education or the Commission on Osteopathic

College Accreditation;

- (4) A licensed addiction receiving facility as defined in section 397.311(26)(a)1, Florida Statutes; or
 - (5) A section 501(c)(3) HIV/AIDS service organization.
- c. Enlist the local County Health Department (CHD) to provide ongoing advice, consultation, and recommendations to County on public health issues related to operation of the Exchange Program.
- d. Have the Exchange Program Operator implement the Exchange Program in accordance with the county ordinance, which is incorporated by reference, and section 381.0038(4)(b), Florida Statutes, as follows:
 - (1) Develop an oversight and accountability system to ensure the Exchange Program complies with the state of Florida's statutory requirements and the terms of this Agreement. The oversight and accountability system must be approved by the BCC before commencing operations of the Exchange Program. Ensure the oversight and accountability system includes, at a minimum, the following:
 - (a) Includes measurable objectives for meeting the goals of the Exchange Program and track the progress in achieving those objectives.
 - (b) Requires the Exchange Program Operator to routinely report to the BCC on the progress of the Exchange Program in achieving its objectives and goals.
 - (c) Incorporates mechanisms to track the Exchange Program Operator's compliance or noncompliance with their contractual obligations and to apply consequences for noncompliance.
 - (d) Includes the ability to monitor the Exchange Program's adherence to sections 381.0031 and 381.0038, Florida Statutes, and Rule 64D-3.029, Florida Administrative Code.
 - (2) Provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Exchange Program, including, at a minimum, an accounting of the number of needles and syringes in use, needles and syringes in storage, safe disposal of returned needles, and any other measures that may be required to control the use and dispersal of sterile needles and syringes.
 - (3) Operate a one-to-one exchange allowing an Exchange Program

Attachment A

participant to receive one sterile needle and syringe unit in exchange for each used one.

- (4) Make available educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases. Ensure the Exchange Program Operator offers materials to Exchange Program participants whenever needles or syringes are exchanged.
- (5) Provide onsite counseling or written referrals for drug abuse prevention, education, and treatment, and provide onsite HIV and viral hepatitis screening or give written referrals to Exchange Program participants for screenings. All referrals must include the type of service being referred, the name of the entity performing the referred service, and their business hours, address, and contact information. Keep copies of the referrals throughout the Agreement term. Adhere to the following screening and referral requirements:
 - (a) If the Exchange Program offers viral hepatitis or other blood-borne disease screening services, the Exchange Program must develop mechanisms for compliance with the reporting requirement of section 381.0031, Florida Statutes, and Rule 64D-3.029, Florida Administrative Code, in conjunction with the prohibition of collection of personal identifying information associated with viral hepatitis and other blood-borne disease testing in section 381.0038(4)(b)7., Florida Statutes.
 - (b) If screening services are offered solely by referral, they must be made available to Exchange Program participants within 72 hours, unless an extended timeframe is approved by the county commission of a rural county in accordance with section 381.0038(4)(b)5., Florida Statutes.
 - (c) In the event of reactive results, the Exchange Program must refer Exchange Program participants to the local CHD or other organizations able to provide follow-up testing and free or discounted on-site care if those services are not available through the Exchange Program.
 - (d) If the Exchange Program offers anonymous HIV screening on site, the Exchange Program must register with the Department as an anonymous HIV testing site and provide referrals for medical care and follow-up for persons testing positive.
- (6) Provide kits containing an emergency opioid antagonist, as defined in section 381.887, Florida Statutes, or provide referrals to a program that can provide such kits. All referrals must include the name of the entity

Attachment A

performing the referred service, their business hours, address, and contact information, with copies of referrals maintained by the Exchange Operator throughout the Agreement term.

- (7) Collect the following Exchange Program data for annual reporting in accordance with section 381.0038(4)(b)7., Florida Statutes. Any personal identifying information may not be collected from Exchange Program participants for any purpose:
 - (a) Number of individual participants served;
 - (b) Number of used needles and syringes received, and the number of clean, unused needles and syringes distributed to exchange program participants;
 - (c) Demographic profiles of the participants served;
 - (d) Number of participants entering drug counseling or treatment;
 - (e) Number of participants receiving testing for HIV;
 - (f) Number of participants receiving testing for other blood-borne diseases;
 - (g) Number of participants receiving referrals for HIV testing;
 - (h) Number of participants receiving referrals for viral hepatitis testing;
 - (i) Number of participants receiving referrals for other blood-borne diseases testing; and
 - (j) Any other data that may be required under Department rule.
 - (8) Prepare an annual Exchange Program Data Report (using the information collected in Task 1.d.(7), above) and submit it to the Department and the BCC by August 1 annually.
2. The Department, through its CHDs, will perform the following:
- a. Provide ongoing advice, consultation, and recommendations on public health issues related to operation of the Exchange Program as requested by BCC.
 - b. Refer BCC to third-party organizations for technical assistance related to operation of the Exchange Program as needed.

E. Special Provisions

1. Inspector General Audit Cooperation: BCC understands its duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.
2. Notice: Any notices given by either party to the other party under this Agreement must be in writing and sent either: by overnight courier, with a verified receipt; or by registered or certified U.S. Mail, postage prepaid. Either parties' listed point of contact may be changed by notifying the other party a minimum of one week prior to such change.
 - a. Department: Mara Michniewicz, MPH
Prevention Program Manager
HIV/AIDS Section
Bureau of Communicable Diseases, Division of Disease Control
Florida Department of Health
4052 Bald Cypress Way, Bin A-09
Tallahassee, Florida 32399
 - b. BCC: Chairperson of the Miami-Dade Board of County Commissioners
Stephen P. Clark Government Center
111 NW 1st Street, 2nd Floor
Miami, Florida 33128
(305) 375 -3717

and

c/o Office the Mayor
on behalf of the Miami-Dade Board of County Commissioners
JD Patterson, Chief Public Safety Officer
Stephen P. Clark Government Center
111 NW First Street, 29th Floor
Miami, Florida 33128
(305) 375-5141
JD.Patterson@miamidade.gov
3. Costs: Both parties will perform their respective obligations set forth in this Agreement at no cost to each other.
4. Exchange Program Funding: Pursuant to section 381.0038(4)(f), Florida Statutes, state, county, or municipal funds cannot be used to operate the Exchange Program.
5. Termination: This Agreement may be terminated by either party upon 45 calendar days' written notice, without cause, unless a lesser time is mutually agreed upon by

the parties. Termination may not occur where prohibited by state or federal law.

6. Modification: This Agreement may only be amended or otherwise modified in writing upon agreement of the parties.
7. Renewal: This Agreement may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. Renewal of this Agreement must be in writing, subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.
8. Waiver: The failure of either party, in any respect, to exercise, or delay in exercising any right, power, or privilege provided for hereunder will not be deemed a waiver thereof; nor will any single or partial exercise of any such right, power or privilege preclude any other, or further exercise thereof, or the exercise of any other right, power, or privilege under this agreement. No party will be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the party against whom such waiver is sought.
9. Confidentiality: Where applicable, both parties will maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this agreement, in compliance with all applicable state and federal laws, rules and regulations including, but not limited to, sections 119.0712, 381.003, 381.0031, 381.004, 384.29, 392.65 and 456.057, Florida Statutes, and the rules adopted thereunder. The parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any current and future regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164.
10. Public Records:
If the BCC has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this contract, contact the custodian of public records at (850) 245 - 4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.
11. Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties, on the subject hereof.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
AMENDMENT # A1

This amendment entered into between the State of Florida, Department of Health, hereinafter referred to as "the Department" and Miami-Dade Board of County Commissioners, hereinafter referred to as "BCC," amends the Letter of Agreement for the operation of the Miami-Dade County Sterile Needle and Syringe Exchange Program.

The Agreement is amended as follows:

1. Pages 1 through 7 are deleted and replaced with the revised Pages 1 through 6, attached hereto.
2. This amendment will begin on June 15, 2021, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the agreement and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this seven-page amendment to be executed by their officials thereunto duly authorized.

Miami-Dade Board of County
Commissioners

State of Florida
Department of Health

SIGNED

BY: _____
On behalf of the Miami-Dade Board of County
Commissioners

NAME: JD Patterson

TITLE: Chief, Public Safety Officer

DATE: _____

SIGNED

BY: _____

NAME: Shamarial Roberson,
DrPH, MPH

TITLE: Deputy Secretary for
Health

DATE: _____

**AGREEMENT BETWEEN MIAMI-DADE BOARD OF COUNTY COMMISSIONERS
AND
THE UNIVERSITY OF MIAMI
FOR OPERATION OF
THE MIAMI-DADE COUNTY STERILE NEEDLE AND SYRINGE
EXCHANGE PROGRAM**

THIS AGREEMENT, hereinafter referred to as "Agreement" dated this ____ day of _____, 2021, hereinafter referred to as the "Effective Date" by and between the Miami-Dade Board of County Commissioners (the "Board"), by and through Miami-Dade County, a political subdivision of the State of Florida (the "County"), and the University of Miami, a Florida not-for-profit corporation, on behalf of its Infectious Disease Elimination Act (IDEA) Exchange, hereinafter referred to as "Organization."

RECITALS

WHEREAS, in accordance with applicable laws Organization operates the IDEA Syringe Services Program, a multi-year sterile needle and syringe exchange program; and

WHEREAS, the program was initially launched as a five-year pilot program in 2016; and

WHEREAS, however, due to its success, in 2019, the Florida Legislature amended section 381.0038, Florida Statutes, and subject to satisfying certain statutory requirements, authorized county commissions throughout the state to establish and operate a sterile needle and syringe exchange program within each county commission's borders; and

WHEREAS, the County satisfied all such requirements; and

WHEREAS, pursuant to article IX of the Code of Miami-Dade County, Florida ("Code"), the County authorized the Miami-Dade County Sterile Needle and Syringe Exchange Program ("Program"); and

WHEREAS, the Miami-Dade Board of County Commissioners (the "Board") finds that the operation of the Program will serve the public health, safety, and welfare of the residents of and visitors to Miami-Dade County; and

WHEREAS, specifically, the Program will offer the free exchange of sterile needles and hypodermic syringes for used needles and hypodermic syringes; and

WHEREAS, such exchange serves as a means to prevent the transmission of human immunodeficiency virus ("HIV"), acquired immunodeficiency syndrome ("AIDS"), viral hepatitis, or other blood-borne diseases among intravenous inject drug users and their sexual partners or offspring,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Board and Organization agree as follows:

ARTICLE 1
Incorporation of the Recitals

The aforesaid recitals are true and correct and are incorporated herein by reference.

ARTICLE 2
Scope of Service

Organization shall be the Program operator and provide the services, in accordance with the terms and conditions provided, set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 3
Term of Agreement

This Agreement shall have a one-year term beginning on the Effective Date, which shall automatically renew, for five one-year terms, at the same terms and conditions, unless terminated or no longer authorized by state or local law. This Agreement may be terminated by either party upon 45 calendar days' written notice, without cause, unless a lesser time is mutually agreed upon by the parties. Any necessary changes will be made by written amendment signed by both parties.

ARTICLE 4
Consideration and Limitations of Costs

State, county, and municipal funds cannot be used to operate the Program. Organization shall be required to fund the Program through grants and donations from private resources and funds.

ARTICLE 5
Public Records

The parties acknowledge and agree that the statement and provisions below pertaining to public records are required by section 119.0701, Florida Statutes to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that Organization has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Organization is an agency of the County as defined in section 119.011(2), Florida Statutes. As stated below, Organization may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, Organization is advised to seek independent legal counsel as to its legal obligations. The County cannot provide Organization advice regarding its legal rights or obligations.

For purposes of this section, the term "public records" shall mean all documents, papers, letters, electronic communications, maps, books, tapes, photographs, films and video recordings, 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 by the County, including this Agreement and the services provided thereunder.

Pursuant to section 119.0701, Florida Statutes, if Organization meets the definition of "Contractor" as defined in section 119.0701(1)(a), Organization shall:

- (1) Keep and maintain public records required by the County to perform the services.
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Organization does not transfer the records to the County.
- (4) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of Organization or keep and maintain public records required by the County to perform the service. If Organization transfers all public records to the County upon completion of the Agreement, Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the Agreement, Organization shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Organization to comply with chapter 119, Florida Statutes, or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

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

**RACHEL E. JOHNSON, RACHEL.JOHNSON2@MIAMIDADE.GOV OR
305-375-1880, 111 NW 1ST STREET, 29TH FLOOR, MIAMI, FL 33128.**

In the event Organization does not comply with the public records requirements set forth in chapter 119, Florida Statutes, and this Agreement, the County may terminate this Agreement as provided in Article 3 above or avail itself of all legally available legal remedies. Additionally,

if Organization fails to provide the public records as required by law within a reasonable amount of time, Organization may be subject to penalties under section 119.10, Florida Statutes. In the event Organization fails to meet any of these provisions or fails to comply with Florida's Public Records laws, Organization shall be responsible for indemnifying the County in any resulting litigation, including all final appeals, and Organization shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws.

ARTICLE 6

Indemnification and Insurance

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

Organization shall furnish to insert your Department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (1) Worker's Compensation Insurance for all employees of Organization as required by Florida Statute 440.
- (2) Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- (3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- (4) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

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

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

ARTICLE 7

Compliance with Applicable Laws

including Health Insurance Portability and Accountability Act ("HIPAA")

Organization shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, HIPAA, as amended, P.L. 104-191, 45 C.F.R. 160 and Part 164, as amended. All program data from Organization will be collected anonymously.

ARTICLE 8

Breach of Agreement: County Remedies

BREACH - A breach of the Agreement by the Organization shall have occurred under this Agreement if Organization:

- (1) Fails to meet the terms and conditions of this Agreement and Attachment A, including but not limited to, satisfying annual, quarterly, and other reporting requirements, in whole or part;
- (2) Fails to effectively contribute to the prevention and reduction of transmission of HIV, AIDS, viral hepatitis, and other blood-borne diseases;
- (3) Fails to comply with the applicable provisions of section 381.0038, Florida Statutes, or Article IX of the Code;
- (4) Ineffectively or improperly uses any Program funds;
- (5) Does not submit or submits incomplete or incorrect required reports;
- (6) Attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement;

- (7) Fails to comply with Florida's Public Records laws; and
- (8) Fails to fulfill in a timely and proper manner all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

County Remedies – If Organization breaches this Agreement, the County shall provide written notice to Organization and Organization shall have thirty (30) days to cure such failure. If Organization fails to remedy such breach within thirty (30) days, or if such breach cannot reasonably be remedied within thirty (30) days, Organization shall have additional time to remedy the breach. Thereafter, if Organization fails promptly to commence to remedy and diligently proceed to remedy such breach within ninety (90) days, the County may pursue any or all of the following remedies:

- (1) The County may terminate this Agreement by giving written notice to Organization of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination;
- (2) The County may require the Organization to cease offering services, in whole or in part, under this Agreement by providing written notice to the Organization of such suspension and specifying the effective date thereof. The Organization shall be responsible for all direct and indirect costs associated with such suspension, including attorneys' fees;
- (3) The County may seek another operator for the Program;
- (4) If, for any reason, Organization attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to Organization of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years; and
- (5) The County may avail itself of any other remedies available at law or equity.

Damages Sustained - Notwithstanding the above, Organization shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement. The County may also seek any remedies available at law or equity to compensate for any damages sustained by the breach. In any action brought in a court of competent jurisdiction arising from this Agreement serves as the basis for the action, each party is to bear its own attorneys' fees and costs.

ARTICLE 9
Governing Laws

This Agreement shall be governed by the laws, rules and regulations of the State of Florida and the venue shall be in Miami-Dade County, Florida, to the exclusion of all others.

ARTICLE 10
Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 11
Notices

Any notices permitted or required to be given under this Agreement must be sent, either by personal delivery, first class mail (return receipt requested), or recognized overnight courier services (e.g., Federal Express or DHL), to the following addresses:

- a. If to the County:
Miami-Dade County
Attention: Chief JD Patterson
111 NW 1st Street, 29th Floor
Miami, FL 33128
- b. If to Organization:
Attn: Dr. Hansel Tookes
University of Miami Miller School of Medicine
1120 NW 14th Street, #860
Miami, FL 33136

With a copy to:
University of Miami
Office of General Counsel
1320 South Dixie Highway, Suite 1250
Coral Gables, FL 33146

ARTICLE 12
Third Party Beneficiaries/Independent Contractors

This Agreement is for the benefit of County and Organization. Organization acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of County.

Organization shall carry out, or cause to be carried out, all of the services required herein as an independent contractor. Organization will not represent itself as an agent, sub-agent or representative of County. All services described herein will be carried out by persons or instrumentalities solely under Organization's control and supervision.

ARTICLE 13
Miscellaneous

13.1 Assignability. This Agreement or any duty or obligation of performance hereunder may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

13.2 Binding Agreement. Neither this Agreement nor any amendments hereto shall be binding on the parties until they have been executed by the duly authorized representatives of Organization and County, at which time the Agreement and/or amendment shall become effective as of the indicated effective date of each.

13.3 Applicable Laws. Both parties agree to comply with all the provisions or any and all applicable federal, state and County orders, statutes, ordinances, rules and regulations which may pertain to this Agreement.

13.4 Performance. Failure of either party to insist upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

13.5 Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of any other provision of this Agreement shall not be affected.

13.6 Amendments. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be modified by a written amendment executed by the County and Organization for that express purpose.

13.7 Electronic Signature. The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with chapter 668, Florida Statutes.

IN WITNESS WHEREOF, the parties have caused their respective authorized representatives to execute this Agreement effective as of the date first above written.

**MIAMI-DADE COUNTY,
A POLITICAL SUB-DIVISION OF
THE STATE OF FLORIDA**

By: _____
County Mayor or Designee

**UNIVERSITY OF MIAMI,
A FLORIDA NOT-FOR-PROFIT CORPORATION,
ON BEHALF OF IDEA SYRINGE SERVICES PROGRAM**

DocuSigned by:
By: Humberto Speziani
Name: Humberto Speziani
Title: AVP, Business Services
6/10/2021

EXHIBIT "A"

SCOPE OF SERVICES

ORGANIZATION: University of Miami, a Florida not-for-profit corporation, on behalf of IDEA Syringe Services Program

PROGRAM: IDEA Syringe Services Program (Syringe Service Program)

PRIMARY GOAL: Provide a sterile needle and syringe exchange program in accordance with the article IX of the Code of Miami-Dade County, Florida, and section 381.0038(4)(b), Florida Statutes, which are incorporated herein by reference.

PART I – Scope of Services

A. Organization **shall**:

- (1) Continue to offer drug counseling and treatment services in partnership with the Florida Department of Children and Families.
- (2) Continue to offer anonymous HIV testing and confidential HIV treatment in partnership with the Florida Department of Health.
- (3) Provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Syringe Service Program, including, at a minimum:
 - (a) An accounting of the number of needles and syringes in use;
 - (b) The number of needles and syringes in storage, safe disposal of returned needles; and
 - (c) Any other measures that may be required to control the use and dispersal of sterile needles and syringes.
- (4) Operate a one-to-one exchange whereby a participant shall receive one sterile needle and syringe unit in exchange for each used one.
- (5) Make available educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases wherever needles or syringes are exchanged.
- (6) Support and facilitate, to the maximum extent practicable, linkages to health care and mental health services for Syringe Service Program participants.

- (7) Continue to provide onsite counseling for substance use disorder prevention, education, and treatment and provide onsite HIV and viral hepatitis screening
 - (a) Continue to provide access to rapid HIV care initiation.
 - (b) Maintain anonymous and confidential HIV testing sites.
- (8) Provide kits containing an emergency opioid antagonist, as defined in section 381.887, Florida Statutes.
- (9) At a minimum, collect the following Syringe Service Program data and prepare and submit an annual Syringe Service Program Data Report to the Florida Department of Health and the Miami-Dade Board of County Commissioners by August 1 each year.
 - (a) Number of individual participants served;
 - (b) Number of used needles and syringes received, and the number of clean, unused needles and syringes distributed through exchange with Syringe Service Program participants;
 - (c) Demographic profiles of the participants served;
 - (d) Number of participants entering drug counseling and treatment, recovery support, and other social services;
 - (e) Number of participants receiving testing for HIV or AIDS;
 - (f) Number of participants receiving testing for Hepatitis C virus;
 - (g) Number of participants receiving testing for other blood-borne diseases;
 - (h) Number of participants receiving referrals for HIV testing;
 - (i) Number of participants receiving referrals for viral hepatitis testing;
 - (j) Number of participants receiving referrals for other blood-borne diseases testing; and
 - (k) Any other data that may be required under Department rule.
- (10) Personal identifying information may not be collected from Syringe Service Program participants for any purpose.
- (11) Annual report of all grants and donations;

B. Oversight and Accountability

The Program has effectively contributed to the prevention or reduction of the transmission of HIV, AIDS, viral hepatitis, and other blood-borne diseases. Such downward trend is expected to continue with the ongoing operation of the Program.

Oversight

The Program's progress will be monitored by the County Mayor's designee through comparisons of annual transmission rates. The annual goal is a 5 percent reduction of transmissions. The reduction will be based on the statistics maintained by the Florida Department of Health.

- (1) The goals and objectives of the program will be tracked quarterly to ensure that the operator complies with the requirements of section 381.0038(4)(b), Florida Statutes, and article IX of the Code. The Organization will prepare three quarterly reports and submit them to the Clerk of the Board for distribution to the Board and the Mayor or the Mayor's designee each quarter annually, on or about October 30, January 31, and April 30 of each year. The annual report to the Board and Florida Department of Health shall be submitted no later than August 1.
- (2) The quarterly reports shall contain:
 - (a) The number of participants served.
 - (b) Copy of the written security procedures for the operation that is required under Section 2-82.1 (Exhibit B).
 - (c) The number of participants served. A 5% percent increase is the annual goal for the next 3 years.
 - (d) The number of used needles and syringes received, and the number of clean unused needles and syringes distributed through exchange with participants.
 - (e) The number of on-site counseling or referrals for drug abuse prevention, education, treatment, and recovery were done.
 - (f) Number of healthcare and mental health services facilitated for participants.
 - (g) Number of kits provided containing an emergency opioid antagonist and/or the number of referrals to a program that provides such kits.
 - (h) The number of participants receiving testing for HIV, AIDS, Viral hepatitis, or other blood-borne diseases.

- (i) Any other data collection methods and outcome measurements that may be required under the Florida Department of Health rule or the operator's contract.
- (j) The demographic profiles of the participants served.

EXHIBIT “B”

SECURITY PROCEDURES FOR THE OPERATION

ORGANIZATION: University of Miami, a Florida not-for-profit corporation, on behalf of IDEA Syringe Services Program

PROGRAM: IDEA Syringe Services Program (Syringe Service Program)

PRIMARY GOAL: To provide a sterile needle and syringe exchange program in accordance with the article IX of the Code of Miami-Dade County, Florida, and section 381.0038(4)(b), Florida Statutes, which are incorporated herein by reference.

Accounting of number of needles and syringes in use:

- The IDEA Team logs in REDCap secure web platform the number of syringes received by participants, the number of syringes recovered by the team during outreach and regular street cleanups, and the number of syringes distributed.
- The IDEA Team performs quarterly inventories to assure sufficient supply in the case of supply chain interruptions and natural disasters.
- Accounting of the number of syringes in and out will be included in each quarterly report and our annual report to Florida Department of Health.

Safe disposal of returned needles:

- All syringes are disposed in OSHA approved sharps containers on site and on the mobile unit.
- Sharps disposal bins are locked when the Exchange is closed.
- Syringes are disposed through a UHealth contract with Stericycle biohazardous waste disposal.

Site Safety:

- The IDEA Exchange is monitored through University of Miami monitored video cameras in all spaces where equipment is stored and staff interfaces with clients, including outside.
- University of Miami Department of Public Safety is the custodian of all video footage.
- All indoor areas of the site are locked via University key card and deadbolt.
- The mobile unit is locked at 1668 NW 7th Ave each evening.
- The site gate is locked via deadbolt and monitored by University of Miami security.

- The site has a security system that is set each evening, and silent alarms in spaces where staff interfaces with participants.