

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2020 [] Consent [X] Regular [] Ordinance [] Public Hearing

Department Submitted By: Community Services Submitted For: Ryan White Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Contract for Provision of Needle Exchange Program Services with Rebel Recovery Florida Inc. (Rebel Recovery), for the period September 1, 2020 through August 31, 2025, to authorize a needle exchange program to legally operate within Palm Beach County and by the end of the contract period, provide services to a projected 200 unduplicated participants.

Summary: On July 2, 2019, the BCC adopted the Infectious Disease Elimination Ordinance pursuant to section 381.0038(4), Florida Statutes (2019), the State's Infectious Disease Elimination Act (IDEA). As required by the IDEA, the County's ordinance contains conditions precedent to establishing a Needle Exchange Program (NEP). On March 10, 2020, the BCC satisfied the first of these conditions by entering into a letter of agreement with the Florida Department of Health in which the BCC agreed that the NEP will operate in accordance with the requirements of the IDEA. On July 14, 2020, the BCC approved a contract with Vanderbilt University to use their software for the required collection and reporting of NEP data. The final condition precedent to establishing the NEP is the approval of an operator contract. Rebel Recovery secured private funding commitments totaling \$151,430 to support NEP services. With this funding, Rebel Recovery proposes to serve 200 unduplicated clients, and exchange an estimated 210,000 needles/syringes. No County funds are required for the operation of the needle exchange program, as they are expressly prohibited by IDEA. Countywide (HH)

Background and Justification: In June of 2019, The Florida Legislature approved the IDEA, as codified in Section 381.0038(4), Florida Statutes, authorizing the BCC to establish a sterile needle and syringe exchange program within its geographic boundaries. In July of 2019, the BCC adopted the Infectious Disease Elimination Ordinance providing for a NEP that allows a one-to-one exchange of used needles and syringes for sterile needles and syringes, in unincorporated Palm Beach County and all municipalities within the County that have not adopted an ordinance in conflict. The Centers for Disease Control and Prevention recommends the use of needle exchange programs to increase entry into substance use disorder treatment, reduce needle stick injuries to first responders, reduce overdose deaths, and reduce health care expenditures by preventing bloodborne infectious diseases such as HIV and viral hepatitis. Staff will continue to work with the FDOH-Palm Beach County to seek ongoing advice, consultation, and recommendations for the operation of the NEP pursuant to the IDEA and County ordinance.

Attachments: Contract for Provision of NEP Services

Recommended By: Tanura Mallotra 8/5/2020 Department Director Date

Approved By: Nancy L. Bolton 8/27/2020 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	0

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

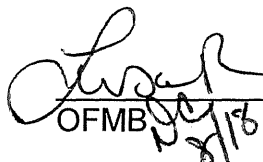
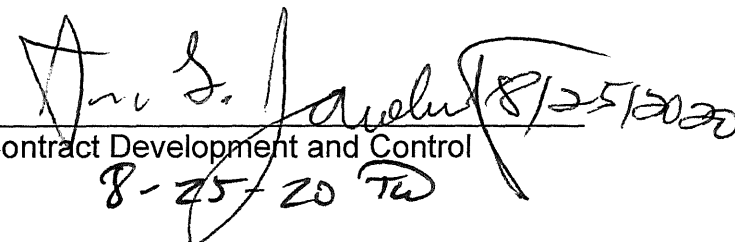
Budget Account No.:
 Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No County funding is required.

C. Departmental Fiscal Review: DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 8/18/2020 OFMB 8/18	 Contract Development and Control 8-25-20 TD
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B. Legal Sufficiency:


 For H. Hvizd 8/26/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

CONTRACT FOR PROVISION OF NEEDLE EXCHANGE PROGRAM SERVICES

This Contract is made as of the day of , 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Rebel Recovery Florida Inc.**, a not-for-profit corporation authorized to do business in the State of Florida-hereinafter referred to as the OPERATOR, whose Federal Tax I.D. is **81-5190566**.

WHEREAS, the Florida Legislature has approved the Infectious Disease Elimination Act (IDEA), as codified in section 381.0038(4), Florida Statutes (2019), authorizing the Board of County Commissioners of Palm Beach County to establish a sterile needle and syringe exchange program; and

WHEREAS, the COUNTY has adopted “The Palm Beach County Infectious Disease Elimination Ordinance” (Ordinance No. 2019-026) with the primary goal of preventing the transmission of HIV, viral hepatitis, and/or other blood-borne diseases among intravenous drug users and their sexual partners and offspring, and with the secondary goal of providing a bridge to drug treatment, recovery support, and other social services for intravenous drug users; and

WHEREAS, the COUNTY previously entered into a letter of agreement with the Florida Department of Health agreeing that any needle exchange program authorized by the COUNTY will operate in accordance with section 381.0038(4), Florida Statutes; and

WHEREAS, section 381.0038(4)(a)4, Florida Statutes, requires the COUNTY to contract with one of several enumerated entities to operate the program; and

WHEREAS, the OPERATOR qualifies as one of the enumerated entities that may operate the Needle Exchange Program and desires to provide such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the OPERATOR agree as follows:

ARTICLE 1 – RECITALS INCORPORATED

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

ARTICLE 2 - SERVICES

The OPERATOR agrees to provide a Needle Exchange Program to residents of Palm Beach County as set forth in the Implementation Plan (**Exhibit A**). The OPERATOR also agrees to provide deliverables, including reports, as specified in Article 10 below. No changes to the Implementation Plan or services to be provided may be made without the written approval of the Palm Beach County, Community Services Department (the DEPARTMENT).

ARTICLE 3 - REPORTING REQUIREMENTS

The OPERATOR must maintain separate financial records for the Needle Exchange Program and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP). The OPERATOR may not use any state, county, or municipal funding to operate the Needle Exchange Program. All OPERATOR funding for the Needle

Exchange Program must be from grants and donations from private resources and funds.

ARTICLE 4 - PAYMENTS TO OPERATOR/REIMBURSABLE

No payments shall be made to the OPERATOR by the COUNTY.

ARTICLE 5 - SCHEDULE

The initial term of this Contract shall be for three (3) years, beginning on execution of the Contract and will automatically renew for two (2) additional one (1) year terms upon continued satisfactory compliance with contractual requirements, unless either party notifies the other prior to the expiration of the initial term or any extended term of its intent not to renew in accordance with Article 13 below.

The parties shall amend this Contract if there is a change to the Implementation Plan, or federal, state, and local laws or policies affecting this Contract.

ARTICLE 6 - INSURANCE

Prior to execution of this contract by the COUNTY, the OPERATOR must obtain all insurance required under this article and have such insurance approved by the COUNTY'S Risk Management Department.

- A. OPERATOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OPERATOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by OPERATOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OPERATOR under the contract.
- B. **Commercial General Liability** OPERATOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. OPERATOR shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** OPERATOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event OPERATOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing OPERATOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. OPERATOR shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** OPERATOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. OPERATOR shall provide this coverage on a primary basis.

D. **Professional Liability** OPERATOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of OPERATOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OPERATOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, OPERATOR shall purchase a SERP with a minimum reporting period not less than 3 years. OPERATOR shall provide this coverage on a primary basis.

Additional Insured OPERATOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." OPERATOR shall provide the Additional Insured endorsements coverage on a primary basis.

E. **Waiver of Subrogation** OPERATOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement to the policy, then OPERATOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should OPERATOR enter into such a Contract on a pre-loss basis.

F. **Certificate(s) of Insurance** Within fifteen (15) calendar days of receipt of Notification of Intent to Award, but in no event later than the execution of this Contract, OPERATOR shall deliver to the COUNTY'S representative as identified in Article 23 a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Board of Commissioners
c/o Community Services Department
810 West Datura Street
West Palm Beach, FL 33401
ATTN: Contract Manager

- G. **Umbrella or Excess Liability** If necessary, OPERATOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 - INDEMNIFICATION

OPERATOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of OPERATOR.

ARTICLE 8 - WARRANTY/PERSONNEL

The OPERATOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the OPERATOR'S key personnel, or any personnel turnover which could adversely impact the OPERATOR'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. OPERATOR shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

The OPERATOR further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

ARTICLE 9 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the OPERATOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement

shall be considered default of the Contract.

As a condition of entering into this Contract, the OPERATOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the OPERATOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the OPERATOR retaliate against any person for reporting instances of such discrimination. The OPERATOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The OPERATOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OPERATOR shall include this language in its subcontracts.

ARTICLE 10 - OPERATOR PROGRAMMATIC AGREEMENTS

Failure to provide this information in a timely fashion and in the format required will constitute a material breach of this Contract and may result in termination of this Contract.

In addition to its other obligations hereunder, the OPERATOR agrees to comply with the following:

1. To receive written approval from the DEPARTMENT prior to commencement of the exchange of needles/syringes, and following completion of the following conditions:
 - (a) Submission of a comprehensive Safety & Security Plan to DEPARTMENT; and
 - (b) Submission of a memorandum to DEPARTMENT that includes OPERATOR contact information, Needle Exchange Program (NEP) site location(s), hours of operation, service start date, and method that may be used to identify NEP staff, volunteers, or participants that may be immune from criminal prosecution for lawful participation in the NEP; and
 - (c) NEP data management information system (REDCap) installation and training of all NEP staff and volunteers; and
 - (d) Provide tour of NEP fixed and/or mobile site(s) to DEPARTMENT staff, and Florida Department of Health in Palm Beach County; and
 - (e) Submit copy of General Ledger to the DEPARTMENT showing adequate funds to support proposed budget for Year 1 of NEP; and
2. To maintain books, records, documents, and other evidence that sufficiently and properly reflects

all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.

3. The OPERATOR must maintain separate financial records for the Needle Exchange Program and account for all receipts and expenditures, including direct and indirect cost allocations, in accordance with Generally Accepted Accounting Principles (GAAP).
4. OPERATOR must comply with the Health Insurance Portability and Accountability Act (HIPAA).
5. Disclosure of Incidents:

OPERATOR shall inform COUNTY by secured email of all unusual incident(s) no later than eight (8) hours after occurrence of the incident(s), and follow up with the Incident Notification Form within twenty-four (24) hours of the occurrence. This includes incidents occurring within or in close proximity to approved NEP sites or mobile units. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health, safety, or welfare of any OPERATOR clients. All of the incidents require that immediate action is taken to protect clients from harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

The OPERATOR shall inform COUNTY by telephone of all unusual incidents that involved any clients, who are minors no later than four (4) hours after the occurrence of the incident(s) and follow up with the Incident Notification Form within twenty-four (24) hours of the incident(s). This includes incidents occurring within or in close proximity to approved NEP sites or mobile units. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health, safety, or welfare of any minor clients. All of the incidents require that immediate action is taken to protect clients from harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

OPERATOR shall inform COUNTY of all incidents that are newsworthy including but not limited to Incidents that may portray the OPERATOR in a negative manner (service delivery, safety and/or fiscal) or allegations of neglect, physical, mental or sexual abuse of a client by OPERATOR staff, or investigations of OPERATOR by another entity.

OPERATOR shall notify COUNTY through the Incident Notification Process and follow up with the NEP Notification Form (**Exhibit B**) within fourteen (14) business days of the following:

- Resignation/Termination of CEO, President and/or CFO.
- Resignation/Termination of Key NEP staff.
- NEP staff vacancy position over 30 days.

- Loss of funding from Funder that could impact service delivery.
 - Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 - Other incidents impacting the effectiveness of the OPERATOR that may occur unexpectedly and are not covered above.
6. OPERATOR shall track Needle Exchange Program goals and objectives, and the progress in achieving those goals and objectives monthly.
 7. OPERATOR must comply with all Federal, State, and Local laws, including state statutes and Florida Administrative Code regulations, whether now existing or hereafter promulgated, concerning the Infectious Disease Elimination Act (IDEA), and to comply with all local laws and regulations concerning zoning, licensing, fire safety, and any other local requirements pertaining to operation of the Needle Exchange Program, whether now existing or hereafter promulgated.
 8. OPERATOR must provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Needle 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.
 9. OPERATOR must operate a one-to-one exchange in at least one fixed and/or mobile site(s) that allows a Needle Exchange Program participant to receive one sterile needle and syringe unit in exchange for each used one.
 10. The OPERATOR may not operate or co-locate the exchange of needles/syringes or disperse related paraphernalia at a recovery community center or substance use disorder treatment center licensed by the State of Florida unless the center has agreed to the operation or co-location in writing and that writing has been provided to the County.
 11. OPERATOR must make available educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases whenever needles or syringes are exchanged. The OPERATOR must offer such materials to program participants whenever needles or syringes are exchanged.
 12. OPERATOR must 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 for such screening to Needle Exchange Program participants. All referrals must include the type of service for which the client is being referred, the name of the entity performing the referred service, and their business hours, address, and contact information. OPERATOR shall keep copies of the referrals throughout the Contract term. OPERATOR shall adhere to the following screening and referral requirements:
 - (a) If the Exchange Program offers viral hepatitis or other blood-borne disease screening services, the OPERATOR 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 Needle Exchange Program participants within 72 hours.
 - (c) In the event of reactive test results, the OPERATOR must refer participants to the local Health Department or other organizations able to provide follow-up testing and free or discounted on-site care, if such services are not available directly through the Needle Exchange Program OPERATOR.
 - (d) If the OPERATOR offers 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.
13. OPERATOR must provide kits containing an emergency opioid antagonist, as defined in section 381.887, Florida Statute, or provide referrals to a program that can provide such kits. All referrals must include the name of the entity performing the referred service, their business hours, address, and contact information, with copies of referrals maintained by the OPERATOR throughout the Agreement term.
14. OPERATOR must collect the following Needle Exchange Program Data and must report to the COUNTY no less than monthly. No personal identifying information may be collected.
- (a) Number of individual participants served; and
 - (b) Number of used needles and syringes received, and the number of clean, unused needles and syringes distributed to exchange program participants; and
 - (c) Demographic profiles of the participants served;
 - (d) Number of participants entering drug counseling or treatment; and
 - (e) Number of participants receiving testing for HIV; and
 - (f) Number of participants receiving testing for viral hepatitis, or other blood-borne diseases; and
 - (g) Number of participants receiving referrals for HIV testing; and
 - (h) Number of participants receiving referrals for viral hepatitis testing; and
 - (i) Number of participants receiving referrals for other blood-borne diseases testing; and

(j) Any other data that may be required under Florida Department of Health rule.

15. OPERATOR must prepare an annual Needle Exchange Program Data Report (using the information collected in Article 10.16 above) and submit it to the DEPARTMENT by July 15 annually.

ARTICLE 11 - DRUG-FREE WORKPLACE

The OPERATOR shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the OPERATOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the OPERATOR of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP

The OPERATOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the OPERATOR'S sole direction, supervision, and control. The OPERATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the OPERATOR'S relationship and the relationship of its employees to the

COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The OPERATOR does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this contract.

The OPERATOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The OPERATOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 13 - TERMINATION

This Contract may be terminated by the OPERATOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the OPERATOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon three (3) business days' written notice to the OPERATOR. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the OPERATOR shall cease to operate the Needle Exchange Program. It is unlawful to operate a Needle Exchange Program unless the OPERATOR is under contract with the COUNTY pursuant to the requirements of section 381.0038(4), Florida Statutes. Upon termination the OPERATOR must:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

ARTICLE 14 - EXCUSABLE DELAYS

The OPERATOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the OPERATOR and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

The OPERATOR acknowledges that Palm Beach County and the Country are currently experiencing a pandemic, specifically COVID-19, and agrees that COVID-19 is not an excusable delay under this Contract.

Upon the OPERATOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the OPERATOR'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any

time.

ARTICLE 15 - ARREARS

The OPERATOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The OPERATOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - AMERICANS WITH DISABILITIES (ADA)

The OPERATOR shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 17 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 18 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the OPERATOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 19 - ACCESS AND AUDITS

The OPERATOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion of this Contract, or until resolution of any audit findings and/or recommendations. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the OPERATOR'S place of business.

The OPERATOR shall provide the COUNTY with an annual financial audit report which meets the requirements of section 11.45, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General for the purposes of auditing and monitoring this Contract.

- a. The annual financial audit report shall include all management letters and the

OPERATOR'S response to all findings, including corrective actions to be taken.

- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement /grant number.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Infectious Disease Elimination Program
Palm Beach County Department of Community Services
810 Datura Street
West Palm Beach, Florida 33401
jdowe@pbcgov.org

Electronic submission via email is acceptable

- d. The OPERATOR shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.
- e. The audit is due within (9) months after the end of the OPERATOR'S fiscal year.
- f. A copy of all grant audits and monitoring reports by other funding entities that are related to the Needle Exchange Program are required to be provided to the COUNTY.
- h. OPERATOR shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the OPERATOR, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 20 - STANDARDS OF CONDUCT FOR EMPLOYEES

The OPERATOR must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, OPERATOR must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective OPERATOR official and must specify the type of administrative action that may be taken

against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the COUNTY.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 21 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the OPERATOR, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 22 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or OPERATOR.

ARTICLE 23 - NOTICES

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested, and if sent to the COUNTY shall be mailed to:

Infectious Disease Elimination Program
Palm Beach County, Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

and if sent to the OPERATOR shall be mailed to:

Rebel Recovery Florida, Inc
c/o Justin E. Kunzelman
15242 Scotts Place
Loxahatchee, Florida 33470

ARTICLE 24 - SUCCESSORS AND ASSIGNS

The COUNTY and the OPERATOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the OPERATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 25 - WARRANTIES AND LICENSING REQUIREMENTS:

The OPERATOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The OPERATOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The OPERATOR is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The OPERATOR further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The OPERATOR represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the OPERATOR without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The OPERATOR shall comply with all legal criminal history record check regulations required for the population they serve. OPERATOR will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. OPERATOR may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the OPERATOR.

ARTICLE 26 - CONFLICT OF INTEREST

The OPERATOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The OPERATOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The OPERATOR shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the OPERATOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the OPERATOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the OPERATOR. The COUNTY agrees to notify the OPERATOR of its opinion by certified mail within thirty (30) days of receipt of notification by the OPERATOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the OPERATOR, the COUNTY shall so state in the notification and the OPERATOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the OPERATOR under the terms of this Contract.

ARTICLE 27 - CONTINGENT FEES

The OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the OPERATOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the OPERATOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 28 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the OPERATOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if OPERATOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

ARTICLE 29 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the OPERATOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2) Florida Statutes, the OPERATOR shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The OPERATOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. 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. The OPERATOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the contract term and following completion of the Contract, if the OPERATOR does not transfer the records to the public agency.
- D. Upon completion of the Contract the OPERATOR shall transfer, at no cost to the COUNTY, all public records in possession of the OPERATOR unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the OPERATOR transfers all public records to the COUNTY upon completion of the Contract, the OPERATOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the OPERATOR keeps and maintains public records upon completion of the Contract, the OPERATOR shall meet all applicable requirements for retaining public records. All records stored electronically by the OPERATOR must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the OPERATOR to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. OPERATOR acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, AND 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK:

The OPERATOR, OPERATOR'S employees, subcontractors of OPERATOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The OPERATOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the OPERATOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the OPERATOR and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The OPERATOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the OPERATOR or its subcontractor(s) terminates an employee who has been issued a badge, the OPERATOR must notify the COUNTY within two (2) hours. At the time of termination, the OPERATOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the OPERATOR if the OPERATOR 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated OPERATOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 31 - REGULATIONS

The OPERATOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The OPERATOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means.

ARTICLE 33 - ENTIRETY OF CONTRACTUAL CONTRACT

The COUNTY and the OPERATOR both agree that this Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and OPERATOR has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Dave Kerner, Mayor

OPERATOR:

Rebel Recovery Florida, Inc
OPERATOR'S Name Typed

DocuSigned by:
JUSTIN KUNZELMAN
A7DB2E0D6060424...
OPERATOR'S Signatory Name

CEO
OPERATOR'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

DocuSigned by:
Helene C. Hvizd
BE3DE20B2223413
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Taruna Malhotra
1459E4101F1049C...
Taruna Malhotra, Assistant Director
Community Services Department

Implementation Plan

Needle Exchange Program			Exhibit A	
Agency Name:	Rebel Recovery			
Contract Year: 2020	Service Category:	Needle Exchange		
Service Category Goal: Provide needle exchange program services to persons who inject drugs				
<i>Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)</i>	<i>Service Unit Definition</i>	<i>Number of Persons to be Served</i>	<i>Number of Units to be Provided</i>	
At the end of the contract period we will have served a projected 200 unduplicated participants and exchanged a projected 210,000 sterile syringes.	1 unit= 1 needle/syringe exchanged	200	210,000	



DEPARTMENT OF COMMUNITY SERVICES
Needle Exchange Program - Notification Form

EXHIBIT-B

Agency: _____ Date Incident Occurred: _____

Person Completing Form: _____ Date of Report: _____

Email (Optional): _____ Phone #: _____

Method of Communication: (Please check the appropriate box)

- Drop Off
- Standard Mail
- Certified Mail

Incidents Reported: (Please check the appropriate box)

- Timeline to notify Department - Incidents related to Children should be notified between 2-4 hours.
 - Client injury/accident requiring medical attention or hospitalization that could pose an Agency liability
 - Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify Department - Incidents related to Adults should be notified between 4-8 hours.
 - Client injury/ accident requiring medical attention or hospitalization that could pose an Agency liability
 - Allegation of neglect, physical, mental and sexual abuse of a client by an Agency staff
 - Incidents that may portray the Agency in a negative manner (service delivery, safety and/or fiscal)
- Timeline to notify Department- Programmatic Incidents (within 14 business days)
 - Resignation/Termination of CEO, President, or CFO
 - Resignation/Termination of Key program staff
 - Program staff vacancy over 30 days
 - Change in Agency's name
 - Loss of License
 - Loss of funding that could impact services
 - Temporary interruption of service delivery (i.e. natural and unnatural disasters)
 - Other (Issues that impact service delivery to clients) Specify (_____)

Summary of incident: (Do not include the name of client or staff involved in incident) Attach additional pages if necessary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2020

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

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

PRODUCER The Leavitt Group of Atlanta, Inc. 2200 Century Pkwy Suite 410 Atlanta GA 30345	CONTACT NAME: David Kessler PHONE (A/C No. Ext): 202.452.9870 E-MAIL ADDRESS: d.kessler@nlada.org	FAX (A/C No.): 202.452.9879
	INSURER(S) AFFORDING COVERAGE	
INSURED Florida Rural Legal Services, Inc. 1321 E. Memorial Blvd., Suite 101 Lakeland FL 33801	INSURER A: AIX Specialty Insurance Company NAIC # 12833	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers' Professional Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	L1A9009318 09	02/01/2020	02/01/2021	\$1,000,000 each claim \$1,000,000 in the aggregate \$1,000 annual aggregate deductible

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

"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents"

CERTIFICATE HOLDER Palm Beach County Board of Commissioners c/o Community Services Department: ATTN: Contract Manager 810 West Datura Street West Palm Beach FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Kessler
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2020

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

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

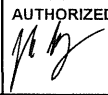
PRODUCER Lamb Insurance Services 145 W. 45th Street New York NY 10036	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: PC-1013055 REBEREC-01 INSURER A: Alliance Of Non-Profits For In		10023
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** 197018893 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			2020-65453	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			2020-65453	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			2020-65453	8/1/2020	8/1/2021	\$1MM/\$3MM
A	Abuse and Molestation			2020-65453	8/1/2020	8/1/2021	\$1MM/\$3MM

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

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents 810 West Datura Street West Palm Beach FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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