

II. FISCAL IMPACT ANALYSIS

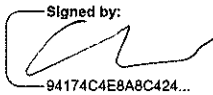
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	1,550,000				
External Revenue	-0-				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	1,550,000				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Proposed Budget? Yes X No
 Does this item include the use of federal funds? Yes No X
 Does this item include the use of state funds? Yes No X

Budget Account No.:
 Fund 0001 Dept 146 Unit 7621 Object 3401 Program Code Program Period

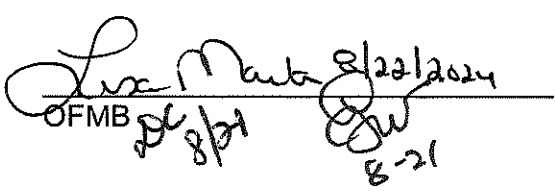
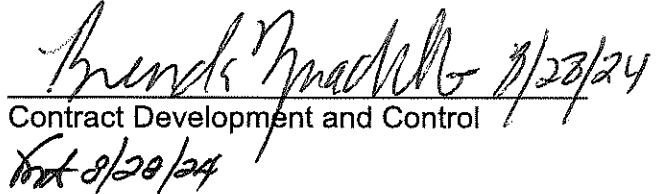
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funding Source is Palm Beach County. The FY25 increase of \$1,550,000 is included in the proposed budget.

C. Departmental Fiscal Review: 

 Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

 OFMB 8/21
 Contract Development and Control 8/20/24

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Summary (Continued from Page 1)

Funded organizations are monitored by the Community Services Department to maintain programmatic and fiscal accountability. Countywide (HH)

Background and Justification: In the spring of 2017, the BCC adopted an Opioid Response Plan (ORP) to guide its efforts in addressing the opioid epidemic. The BCC subsequently identified the opioid epidemic, behavioral health, and substance use disorder as a high strategic priority and adopted a strategic goal to establish a person-centered, recovery-oriented system of care to improve the quality of care and long-term recovery outcomes. In November 2022, the BCC adopted an updated strategic plan to replace the 2017 ORP, which addresses behavioral health and substance misuse. The Palm Beach County Behavioral Health, Substance Use, and Co-Occurring Disorders Advisory Committee informed the development of the 2024 Palm Beach County Behavioral Health, Substance Use, and Co-Occurring Disorders Plan (2024 Plan), which will ultimately enhance the County's capacity and effectiveness in developing a comprehensive, integrated, and effective behavioral health, substance use, and co-occurring disorders prevention, treatment, support, and recovery policies and offer recommendations regarding the County's provision of services to Palm Beach County (PBC) citizens.

Evaluation of these components that contribute to a person-centered recovery-oriented system of care is critical to decreasing deaths related to substance use poisonings, which, based on recent data, continues to impact PBC negatively.

SECOND AMENDMENT

**SECOND AMENDMENT TO CONTRACT FOR
PROVISION OF SERVICES**

THIS SECOND AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated March 22, 2022, (R2022-0233), is made on this 17th day of September, 2024, 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 **Palm Healthcare Foundation, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **59-2391119**.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, on March 22, 2022, the above named parties entered into a Contract, (R2022-0233) (the Contract), in an amount not-to-exceed \$200,000 to provide certain services under the Behavioral Health/Substance Use Disorders service category; and

WHEREAS, on July 11, 2023, the above parties entered into a First Amendment to the Contract (R2023-0867) (the Amendment), which added a third one-year term and increased the total Agreement amount by \$125,000.00 for a total amount of \$400,000.00; and

WHEREAS, the need exists to amend the Contract, to: add a fourth one-year term by amending **ARTICLE 3 – SCHEDULE**; increase the not-to-exceed Contract amount by amending **ARTICLE 4 – PAYMENTS TO AGENCY**; revise **ARTICLE 16 PROGRAMMATIC REQUIREMENTS**; add new **ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; add new **ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT**; replace **EXHIBIT A1** with **EXHIBIT A2**; and replace **EXHIBIT B1** with **EXHIBIT B2**.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on March 22, 2022 is hereby amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Contract.
- II. The first paragraph in **ARTICLE 3 – SCHEDULE** shall be replaced in its entirety with the following:

The term of this Contract shall be for one year, starting October 1, 2021 (initial term), and will automatically renew for three (3) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Quarterly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A2, EXHIBIT B2, and ARTICLE 16**.

- III. The first three paragraphs of **ARTICLE 4 – PAYMENTS TO AGENCY** are amended to read as follows:

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of **FIVE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$525,000.00)** over a four year period, of which **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** is budgeted for fiscal year 2022, **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00)** is budgeted for fiscal year 2023 with an anticipated annual allocation of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00)** to be budgeted in each subsequent fiscal year for the term of this Contract.

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B2** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT B2**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

- IV. New paragraph 26 is added to **ARTICLE 19 PROGRAMMATIC REQUIREMENTS** to read as follows:

26. Agencies that are serving eligible clients/households must:

- Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
- Enroll client(s)/household(s) into HMIS, and document all service(s) provided;
- Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
- Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
- Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

- IV. New **ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN** is added to the agreement to read as follows:

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the AGENCY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

- V. New **ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT** is added to the agreement to read as follows:

ARTICLE 42 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed EXHIBIT G, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- VI. A new **EXHIBIT A2 – SCOPE OF WORK**, attached hereto, shall replace **EXHIBIT A1 – SCOPE OF WORK** in its entirety.
- VII. A new **EXHIBIT B2 – PAYMENT SCHEDULE**, attached hereto, shall replace **EXHIBIT B1 – PAYMENT SCHEDULE** in its entirety.
- V. All other provisions of the Agreement not modified in this Second Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

**Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller
Palm Beach County**

**PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

BY _____
Deputy Clerk

BY _____
Maria Sachs, Mayor

AGENCY:

Palm Healthcare Foundation, Inc.
AGENCY'S Name Typed

DocuSigned by:
Patrick McNamara
771AE0D76AB049A

AGENCY'S Signatory Name

Patrick McNamara
AGENCY'S Signatory Name Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Deleene C. Stuey ^{DS} **HCH**

Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

DocuSigned by:
Taruna Malhotra
1458E4101E1049C

**Taruna Malhotra, Deputy Director
Community Services Department**

**FY 2022-2025 CONTRACT FOR PROVISION OF SERVICES
SCOPE OF WORK**

Agency Name: Palm Healthcare Foundation, Inc.
Project Name: BeWellPBC Wellness and Recovery Initiative
Program Category: Opioid Response Initiative
Location: Palm Beach County-Countywide
Funding Priority: Opioid Response

Scope of Work:

A. Project description

The Palm Beach County Board of County Commissioners identified behavioral health and substance use disorders as a strategic priority with the goal of establishing a person-centered, recovery-oriented system of care. The aim is to improve community and individual wellness and resilience as well as longer term recovery outcomes for individuals with mental illness, substance use and/or co-occurring disorders.

With Palm Health Foundation designated to serve as the backbone organization, BeWellPBC is honoring community voice and choice by engaging individuals with lived and learned experience to transform behavioral health and wellness and advance the County's system of care work. Palm Beach County has an interest in engaging important strategic partners such as BeWellPBC to provide platforms for growing support and partnership for community-wide health and wellness while also leveraging existing resources and efforts to educate communities and individuals of the County's wellness, resilience and recovery ecosystem approach.

The Wellness, Resilience and Recovery Initiative's goals are to increase knowledge and awareness by educating, training and engaging community members about wellness; mental health, substance use and co-occurring disorders; recovery from such disorders; and, the County's wellness, resilience and recovery ecosystem. The Initiative also aims to create shifts in community and individual attitudes and norms that will reduce stigma related to mental health, substance use and co-occurring disorders.

Additionally, the contract provides for BeWellPBC general operations. The County is one of ten funding partners which supports BeWellPBC in its role.

B. Required Deliverables

The AGENCY, through the Wellness and Recovery Initiative, shall provide the following deliverables:

- I. Wellness, Resilience and Recovery Initiative programming as well as communications materials and strategies shall involve community members,

youth, persons with lived and learned experience, impacted family members and other partners to increase knowledge and awareness of the County's health, wellness and resilience and recovery ecosystem to addressing mental health, substance use and co-occurring disorders as well as create shifts in individual and community attitudes and norms that reduce stigma related to mental health, substance use and co-occurring disorders:

- a. The Initiative's programming, communications materials and strategies shall integrate:
 1. Core principles of wellness, resilience and recovery.
 2. The federal Substance Abuse and Mental Health Services Administration's (SAMHSA's) working definitions of recovery and recovery-oriented systems of care.
 3. Resilience and recovery capital concepts, ecosystem model and Recovery Capital Indexing.
- b. Four in-person, webinar or hybrid forums on topics of wellness, resilience and recovery to the community at large.
 1. One forum shall focus on youth and youth mental health.
 2. Each forum shall identify at least one partner from among the County's schools, mental health organizations, healthcare providers, or community groups and introduce County's Shaping a Healthier Palm Beach County campaign.
- c. At a minimum, six distinct communication activities related to the Initiative and its aims which shall be developed and disseminated utilizing strategies to include but not be limited to: existing or newly developed resources, collateral (i.e. print, media); or web-based activities;
 1. One communication activity shall focus on youth and youth mental health.
 2. Each communication activity shall introduce County's Shaping a Healthier Palm Beach County campaign.
- d. Provide direct and in-kind support to the County's annual Recovery Month event.
- e. Provide direct and in-kind support to the annual Get Your Green On campaign.
- f. Provide direct and in-kind support to the County's Shaping a Healthier Palm Beach County campaign.
- g. The Wellness, Resilience and Recovery Initiative and related components shall be developed in collaboration with the County's schools, mental health organizations, healthcare providers, community and youth led groups including the Recovery Community Hub of Palm Beach County.
- h. The Wellness, Resilience and Recovery Initiative deliverables shall align with the County's Behavioral Health and Substance Use Disorders Master

Plan, 2024 and any subsequent Master Plan.

- i. Conduct pre- and post-evaluations and other validated means to determine outcomes and successes of the Initiative.
 - j. Initiative staff shall attend the Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-occurring Disorders bi-monthly meetings and its bi-monthly sub-committee meetings.
- II. The AGENCY shall submit quarterly programmatic and utilization reports related to the Initiative. The AGENCY shall also submit programmatic and utilization reports related to its initiative general operations responsibilities.
- III. The AGENCY shall indicate that any Initiative related activity, event or collateral is made possible through funding provided by the “Palm Beach County Community Services Department”.

REQUIRED OUTCOMES

Outcome	Agency will engage individuals in Wellness, Resilience and Recovery Initiative activities.
Indicator	One thousand (1000) individuals (youth included) will be engaged in Wellness, Resilience and Recovery Initiative activities (i.e. events, website/portal, trainings, communications, information dissemination).

Indicator	Participants will demonstrate increased knowledge in the skill-building areas offered through the Wellness, Resilience and Recovery events.
Outcome	80% of Participants will demonstrate increased knowledge from the Wellness, Resilience and Recovery events and/or stand-alone elements using pre and post assessments.

Indicator	Agency will engage individuals in the Shaping a Healthier Palm Beach County campaign.
Outcome	Two hundred (200) individuals will have completed the Resilience Capital Index survey.

EXHIBIT B2

**FY 2022 – FY 2025 CONTRACT FOR PROVISION OF SERVICES
PAYMENT SCHEDULE**

Agency Name: Palm Health Foundation, Inc.
Project Name: BeWellPBC Wellness and Recovery Initiative
Program Category: Opioid Response Initiative
Location: Palm Beach County-Countywide
Funding Priority: Opioid Response
Funding Cycle: October 1, 2021 – September 30, 2025

The scope of work to be completed by AGENCY, as defined in **EXHIBIT A2**, consists of specific completion of the services as expressly indicated below. Quarterly reports shall be included with all end of quarter invoices. Compensation for the work tasks stated herein shall be in accordance with the following schedule of payments:

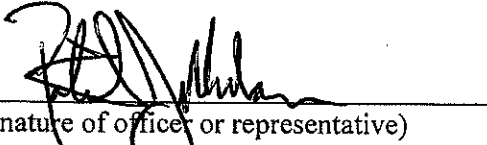
Service Deliverables	Unit Rate	FY 2022	FY 2023	FY 2024	FY 2025	4 Year Budget Total
A quarterly narrative must be submitted along with each end of quarter invoice, that includes but is not limited to: progress related to community engagement activities; wellness and recovery strategies; pre and post assessment summaries from events, and research and policy activities as evidenced by meeting type, agendas, and sign-in sheets.	Actual Cost*	\$100,000	\$175,000	\$125,000	\$125,000	\$525,000

* Expenses will be reimbursed based on actual costs, as evidenced by agency general ledgers or other proof of payments.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Palm Healthcare Foundation Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

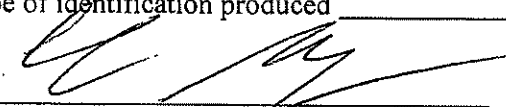

(signature of officer or representative)

Patrick McNamara
(printed name of officer or representative)

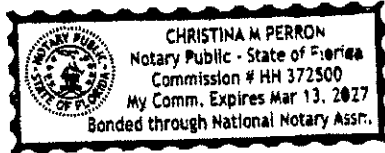
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence, or online notarization
this, 8 day of July, 2024, by Patrick McNamara

Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

NOTEPAD

INSURED'S NAME **Palm Healthcare Foundation Inc**

PALMH-3
OP ID: IF

PAGE 2
Date **08/20/2024**

Abusive Conduct - Policy #PHPK2691265-000 7/1/2024-7/1/2025

Philadelphia Indemnity Insurance Company

LIMITS
Aggregate \$1,000,000
Each Abusive Conduct \$1,000,000

Crime - Policy #107280674 7/1/2024-7/1/2025
Travelers Casualty and Surety Company of America

Coverage	Limit	Single Loss Retention
Employee Theft	\$580,000	\$5,000
ERISA Fidelity	\$580,000	\$ 0
Forgery or Alteration	\$500,000	\$5,000
On Premises	\$ 5,000	\$1,000
In Transit	\$ 5,000	\$1,000
Money orders & Counterfeit Money	\$ 50,000	\$1,000
Computer Fraud	\$500,000	\$5,000
Computer Program & Electronic		
Data Restoration Expense	\$100,000	\$5,000
Funds Transfer Fraud	\$500,000	\$5,000
Claim Expense	\$ 5,000	\$ 0

THIRD AMENDMENT

THIRD AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES

THIS THIRD AMENDMENT TO CONTRACT FOR PROVISION OF SERVICES dated October 19, 2021, (R2022-1591), is made on this 17th day of September, 2024, 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 **Palm Beach County Substance Abuse Coalition, Inc. dba Palm Beach County Behavioral Health Coalition**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. number is **80-0501520**.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, Palm Beach County Substance Abuse Coalition, Inc. dba Palm Beach County Behavioral Health Coalition (AGENCY) and COUNTY entered into a Contract on October 19, 2021 (R2021-1591) (the Contract) to provide certain services under the Opioid Response Initiative in an annual amount of \$250,000; and

WHEREAS, the Contract was amended on March 22, 2022, the First Amendment to Contract for Provision of Services, (R2022-0234) (First Amendment), in an amount not to exceed \$550,000 to provide certain services under the Opioid Response Initiative; and

WHEREAS, the Contract was amended on May 2, 2023, the Second Amendment to Contract for Provision of Services, (R2023-0561) (Second Amendment), in an amount not to exceed \$3,050,000; and

WHEREAS, the need exists to amend the Contract, to add a fourth one-year term by updating **ARTICLE 3 – SCHEDULE**; increase the not-to-exceed Contract amount by amending **ARTICLE 4 – PAYMENTS TO AGENCY**; revise **ARTICLE 15 PROGRAMMATIC REQUIREMENTS**; add new **ARTICLE 40 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; add new **ARTICLE 41 HUMAN TRAFFICKING AFFIDAVIT**; and replace **EXHIBIT B2 PAYMENT SCHEDULE**.

NOW THEREFORE, the COUNTY and the AGENCY mutually agree that the Contract entered into on October 19, 2021 is hereby amended as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Contract.
- II. The first paragraph in **ARTICLE 3 – SCHEDULE** shall be replaced in its entirety with the following:

The term of this Contract shall be for one year, starting October 1, 2021 (initial term), and will automatically renew for three (3) additional one (1) year term(s) (renewal term), unless either party notifies the other prior to the expiration of the initial term or any renewal term of its intent not to renew in accordance with the time parameters stated herein. Quarterly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in

EXHIBIT A, EXHIBIT B2, and ARTICLE 15.

- III. The first three paragraphs of **ARTICLE 4 – PAYMENTS TO AGENCY** shall be replaced in their entirety with the following:

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of FOUR MILLION, THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,300,000.00) OVER A FOUR-YEAR PERIOD, OF WHICH FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00) IS BUDGETED FOR FISCAL YEAR 2022, ONE MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00) IS BUDGETED FOR FISCAL YEARS 2023 AND 2024, WITH AN ANTICIPATED ALLOCATION OF ONE MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00) TO BE BUDGETED FOR FISCAL YEAR 2025.

The AGENCY will bill the COUNTY on a quarterly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B3 - PAYMENT SCHEDULE** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Contract year are set forth in **EXHIBIT B3**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

- IV. New paragraph 26 is added to **ARTICLE 15 PROGRAMMATIC REQUIREMENTS** to read as follows:

26. Agencies that are serving eligible clients/households must:
- Check Online System for Community Access to Resources and Social Services (OSCARSS) when determining eligibility for services;
 - Enroll client(s)/household(s) into HMIS, and document all service(s) provided;
 - Use the Resource and Referral Portal (RRP) to send and receive referrals to community partners and the Palm Beach County Community Services Department. Services include rental assistance, Utility assistance, eviction prevention, employment /job skills assistance, and more;
 - Accept RRP referrals from Palm Beach County Community Services Department (CSD); and
 - Participate in CSD events that increase collaboration and enhance agency skills to achieve outcomes.

- V. New **ARTICLE 40 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN** is added to the Contract to read as follows:

ARTICLE 40 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the AGENCY certifies that it has disclosed any current or prior

interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

- VI. New **ARTICLE 41 HUMAN TRAFFICKING AFFIDAVIT** is added to the Contract to read as follows:

ARTICLE 41 HUMAN TRAFFICKING AFFIDAVIT

AGENCY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. AGENCY has executed **EXHIBIT G**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

- VII. A new **EXHIBIT B3 – PAYMENT SCHEDULE**, attached hereto and incorporated herein by reference, shall replace **EXHIBIT B2 – PAYMENT SCHEDULE**, in its entirety.
- VIII. All other provisions of the Contract not modified in this Third Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Maria Sachs, Mayor

AGENCY:

Palm Beach County Substance Abuse Coalition,
Inc., dba Palm Beach County Behavioral Health
Coalition

DocuSigned by:

Ryan Wertepny

CE58B7EAF5E4146A

AGENCY'S Signatory Name

Ryan Wertepny

AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Helene C. Skrzyd initial
HCH

Assistant County Attorney

DocuSigned by:
Taruna Malhotra

1459E4104E1049C
Taruna Malhotra, Assistant Director
Community Services Department

**FY 2022-2025 AD VALOREM OPIOID RESPONSE
PAYMENT SCHEDULE**

Provider: Palm Beach County Substance Abuse Coalition, Inc. dba Palm Beach County Behavioral Health Coalition (PBCBHC)
Program: County Recovery Community Organizations (RCO) and allied Recovery Community Centers (RCC) Network
Service: Recovery Supports
Funding: Opioid Response
Funding Cycle: October 1, 2024 – September 30, 2025

The Scope of Work to be completed by AGENCY as defined in Exhibit – A2 consists of specific completion of the services as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

Service Deliverables	Total FY22	Total FY23	Total FY24	Total FY25	Total 3 Year Contract Amount
A report must be submitted along with the invoice that includes the following: Progress update on RCC/RCO developments; List of daily engagements to include peer services, events, training & classes, dates, time, number of participants, and the name of facilitators if applicable. Services may be provided face-to-face, virtually or hybrid of face-to-face and virtual.	\$550,000	\$1,250,000	\$1,250,000	\$1,250,000	\$4,300,000

Expenses will be reimbursed based on actual costs, as evidenced by AGENCY’S general ledgers or other proof of payments. Up to \$100,000 annually may be utilized for administrative costs.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Palm Beach County Substance Abuse Coalition (PBCSAC) dba Palm Beach County Behavioral Health Coalition (PBCBHC)
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

[Signature]
(signature of officer or representative)

RYAN WERTEPNY, PBCBHC EXECUTIVE DIRECTOR
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 27th day of JUNE 2024, by Ryan Wertepny

Personally known OR produced identification .

Type of identification produced Florida Driver License

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

FIRST AMENDMENT

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
PROVISION OF SERVICES

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT dated August 22, 2023, (R2023-1068), is made on this 17th day of September, 2024, 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 **Florida Atlantic University Board of Trustees**, hereinafter referred to as the UNIVERSITY, a public body corporate of the State of Florida, whose Federal Tax I.D. is 65-0385507.

In consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

WHEREAS, on August 22, 2023, the above named parties entered into an Interlocal Agreement, (R2023-1068) (the Agreement), in an amount not-to-exceed \$131,675.00 to provide Evaluation and Research services; and;

WHEREAS, the need exists to amend the Agreement, to update **ARTICLE 3 SCHEDULE**; increase the not-to-exceed Agreement amount by amending **ARTICLE 4 PAYMENTS TO UNIVERSITY**; and add new **ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**; and replace **EXHIBIT A** with **EXHIBIT A-1**, and **EXHIBIT B** with **EXHIBIT B-1**.

NOW THEREFORE, the COUNTY and the UNIVERSITY mutually agree that the Agreement entered into on August 22, 2023 is hereby amended as follows:

I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of the parties' Agreement.

II. The first paragraph in **ARTICLE 3 SCHEDULE** is amended to read as follows:

The term of this Agreement shall be for one (1) year and eight (8) months, starting February 1, 2023, and will automatically renew for two (2) additional one (1) year terms (renewal term), 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 the time parameters and notice requirements stated herein. Monthly billing, reports and other items shall be delivered or completed in accordance with detailed schedule set forth in **EXHIBIT A-1, EXHIBIT B-1, and ARTICLE 15**.

The parties shall amend this agreement if there a change to the scope of work, funding, and/or federal, state and local laws or policies affecting this Agreement.

III. The first three paragraphs in **ARTICLE 4 PAYMENTS TO UNIVERSITY** are amended to read as follows:

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total amount of **FOUR HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$481,675.00)** over the term of the Agreement of which **FIFTY THREE THOUSAND FIVE HUNDRED FORTY-FIVE**

DOLLARS AND ZERO CENTS (\$53,545.00) is budgeted for Fiscal Year 2023, **SEVENTY EIGHT THOUSAND ONE HUNDRED THIRTY DOLLARS AND ZERO CENTS (78,130.00)** is budgeted for Fiscal Year 2024; with an anticipated annual allocation of **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00)** to be budgeted in each subsequent fiscal year for the term of this Agreement.

The UNIVERSITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B-1** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this Agreement are set forth in **EXHIBIT B-1**. All requests for payments of this Agreement shall include an original cover memo on UNIVERSITY letterhead signed by the Chief Executive Officer, Chief Financial Officer, or their designee.

- IV. New **ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN** is added to the Agreement to read as follows:

ARTICLE 41 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, including F.S. 286.101(3)(b)(4), by entering into this Agreement or performing any work in furtherance thereof, the UNIVERSITY certifies that, it reports gifts and grants received from a foreign country of concern pursuant to F.S. 1010.25.

- V. A new **EXHIBIT A-1 SCOPE OF WORK** attached hereto and incorporated herein by reference, shall replace **EXHIBIT A SCOPE OF WORK**, in its entirety.
- VI. A new **EXHIBIT B-1 UNIT OF SERVICE RATE AND DEFINITIONS**, attached hereto and incorporated herein by reference, shall replace **EXHIBIT B UNIT OF SERVICE RATE AND DEFINITIONS**, in its entirety.
- VII. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

**Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller
Palm Beach County**

**PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

BY _____
Deputy Clerk

BY _____
Maria Sachs, Mayor

UNIVERSITY:

Florida Atlantic University, Board of Trustees

BY: DocuSigned by:
Miriam Campo

UNIVERSITY'S Signatory Name

**Miriam Campo, Associate Vice
President for Research**
UNIVERSITY'S Signatory Name Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**


Assistant County Attorney

DocuSigned by:
Taruna Malhotra

Taruna Malhotra, Deputy Director
Community Services Department

**FY 2023 - 2026 AD VALOREM
SCOPE OF WORK**

Agency Name: Florida Atlantic University (FAU) Board of Trustees (UNIVERSITY)
Program Name: FAU Process and Outcomes Evaluations Research Initiative
Location: Palm Beach County - Countywide
Funding Priority: Opioid Response

Overview:

The FAU clinical research team of the Sandler School of Social Work and College of Medicine (UNIVERSITY) will continue its research and research protocols related to process and outcome evaluations for the Palm Beach County Behavioral Health, Substance Use and Co-Occurring Disorders Strategic Plan (Master Plan) Update, the Advisory Committee (AC) overseeing implementation and reporting on the Master Plan, and Initiatives of person-centered recovery-oriented systems of care.

A major initiative of the County is the network of Recovery Community Organizations and their affiliated Recovery Community Centers (RCC), which are important non-clinical approaches to supporting recovery. The UNIVERSITY will continue to utilize the qualitative and quantitative evidence from the COSSUP pilot study to inform best practices. The UNIVERSITY will continue to perform program research evaluation of the network of RCO/RCCs to include: examining participant long-term recovery outcomes by levels of engagement; participation rates; recovery capital improvements; quality of service and referrals; cultural sensitivity; and, risk and resilience variances between RCCs.

UNIVERSITY will, in collaboration with strategic partners, research resilience and recovery capital models, adolescent development, substance use, mental health and recovery. UNIVERSITY will, in collaboration with strategic partners, pilot developmental adaptations of resilience and recovery capital for adolescents and assess whether the proposed dimensions are complete as well as to assess its utility in identifying strengths and barriers for adolescents.

UNIVERSITY will research and apply the role of social determinants of health and its intersection with resilience and recovery capital across Palm Beach County communities in order to strengthen individual and community health, wellness and recovery from substance use disorder and mental illness. UNIVERSITY will also bridge the gap in substance use disorder and mental illness data and research through maintaining a repository of data for research, monitoring, and solutions development in order to improve policies and practices through a resilience and recovery ecosystems framework.

UNIVERSITY will include perspectives that are relevant to the population group of individuals and families impacted by Alcohol Use Disorder/Substance Use Disorder (AUD/SUD) and mental disorders. The guidelines of the American Evaluation Association (AEA) will be applied to ensure an ethical evaluation.

UNIVERSITY's Evaluators will apply the following AEA guidelines:

- Systemic Inquiry: Conduct systematic, data-based inquiries;
- Competence: Provide competent performance to stakeholders;

- Integrity/Honesty: Display honesty and integrity in their own behavior and will ensure the honesty and integrity of the entire evaluation process;
- Respect for People: Respect the security, dignity and self-worth of program participants and other evaluation stakeholders; and
- Responsibilities for General and Public Welfare: Articulate and take into account the diversity of public interests and values that may be related to the evaluation.

Specific Research Deliverables:

A. Advisory Committee (AC) - UNIVERSITY will:

1. Attend bi-monthly meetings;
2. Evaluate the impact of the Advisory Committee and conduct related process/outcome evaluation; and
3. Utilize “Collaboration Factors Inventory” (www.wilder.org) to obtain a baseline measure of collaboration and utilize results to address silos and analyze increases in collaborative efforts in implementing the Master Plan and an integrated, coordinated recovery oriented system of care (ROSC) that exemplifies a true no-wrong door approach to individual recovery.

B. Master Plan (AP) - UNIVERSITY will:

1. Evaluate the effectiveness of the Master Plan generally on decreasing substance use disorder, overdoses, and deaths and conduct related process/outcome evaluation;
2. Measure implementation of the MP recommendations and related initiatives of person-centered ROSC; and
3. Utilize the “Context, Input, Process, Product (CIPP) Evaluation Model” (CIPP Model|Poorvu Center for Teaching and Learning, Yale University) to measure and assess overall continuous improvement.

C. RCO / RCCs – UNIVERSITY will:

1. Evaluate utilization and effectiveness of the RCO/RCCs located in Delray Beach, Lake Worth, Riviera Beach, Belle Glade and the County-wide RCO.

D. Adolescent Initiative (AI) - UNIVERSITY will:

1. Develop research aims and questions in order to evaluate resilience and recovery capital in the adolescent population; and
2. Pilot with strategic partners developmental adaptations of resilience and recovery capital for adolescents and assess its utility.

E. Social Determinants of Health (SDOH) – UNIVERSITY will:

1. Develop research aims and apply the role of social determinants of health and its intersection with resilience and recovery capital; and
2. Develop and maintain a repository of data for research, monitoring, and solutions development.

F. Project deliverable reports shall be submitted quarterly. Reports shall include, but not be limited to:

1. Progress on or completion of specific aims, research, evaluations identified in Specific Research Deliverables, A through E;
2. Results of collaborative factors inventory surveys; and,
3. Preliminary findings, if any.

Project Deliverables and Reporting Submissions Due Dates

Deliverable/Report	Timeframe	Completion/Submission due date
Institutional Review Board Review and Approval	10/01/24 to 01/31/24	01/31/25
Design Study and Interview Guide	02/01/25 to 06/30/25	06/30/25
Project Deliverable Report #1	10/01/24 to 12/31/24	01/15/25
Project Deliverable Report #2	01/01/25 to 03/31/25	04/15/25
Project Deliverable Report #3	04/01/25 to 06/30/25	07/15/25
AI/SDOH Interim Evaluation #1	10/01/24 to 06/30/25	07/15/25
AC/MP Interim Evaluation #1	10/01/24 to 06/30/25	07/15/25
Project Deliverable Report #4	07/31/25 to 09/30/25	10/15/25
SDOH Repository	10/01/24 to 09/30/25	10/15/25
RCC Program Evaluation	03/01/24 to 05/31/24	06/15/24
RCC Process Evaluation	03/01/24 to 06/30/24	07/15/24
Project Deliverable Report #5	10/01/25 to 12/31/25	01/15/26
AI/SDOH Interim Evaluation #2	07/01/25 to 12/31/25	01/15/26
AC/MP Interim Evaluation #2	07/01/25 to 12/31/25	01/15/26
Project Deliverable Report #6	01/01/26 to 03/31/26	04/15/26
Project Deliverable Report #6	04/01/26 to 06/30/26	07/15/26
AI/SDOH Interim Evaluation #3	01/01/26 to 06/30/26	07/15/26
AC/MP Interim Evaluation #3	01/01/26 to 06/30/26	07/15/26
AI/SDOH Final Evaluation #4	07/01/26 to 9/30/26	10/15/26
AC/MP Final Evaluation #4	07/01/26 to 9/30/26	10/15/26
Final Project Deliverable Report	07/01/26 to 09/30/26	10/15/26

EXHIBIT B-1

**FY 2023 - 2026 AD VALOREM
UNITS OF SERVICE RATE AND DEFINITION**

Agency Name: Florida Atlantic University (FAU) Board of Trustees (UNIVERSITY)
Program Name: FAU Process and Outcomes Evaluations Research Initiative

Description	Unit Cost	Total FY 2023	Total FY 2024	Total FY2025	Total FY2026	Total 4 Year Contract Amount
Quarterly status Deliverable Reports shall be provided with invoices (Refer to EXHIBIT A, SOW)	FY 2023 up to \$13,386.25 per quarter	\$53,545	\$78,130	\$175,000	\$175,000	\$481,675
	FY 2024, up to \$19,532.50 per quarter					
	FY 2025 and 2026 up to \$43,750 per quarter					

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Agreement, and reasonably incurred by UNIVERSITY directly in connection with UNIVERSITY'S performance of its duties and EXHIBIT A, Scope of Work, pursuant to this Agreement. UNIVERSITY will sustain the program for the full Agreement period regardless of the rate of expenditure of above funds.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE**

Policy Number: GL-0201 General Liability
Certificate of Coverage

Name Insured: Florida Atlantic University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2024

Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

DFS-D0-863

Effective 07/23

Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

- (4) **Action Against the Fund**
No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

- (5) **Severability of Interest**
The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

- (6) **Limits of Liability**
The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

- (7) **Other Insurance**
If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

- (8) **Terms of Coverage**
This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

- (9) **Cancellation**
Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

- D. Self-Insurance Coverage**
Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation

To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State - Any state or territory of the United States of America and the District of Columbia.

- (c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely

because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.