

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 22, 2023	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department
Submitted By: Community Services
Submitted For: Community Services

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I. EXECUTIVE BRIEF

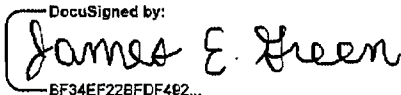
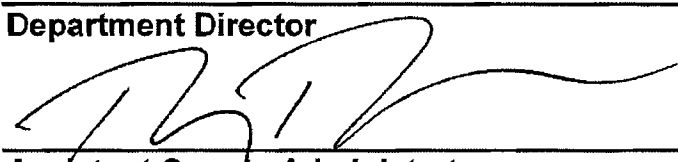
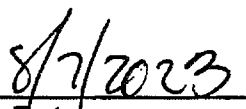
Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with Florida Atlantic University (FAU) Board of Trustees, for the period February 1, 2023 through September 30, 2024, in an amount not-to-exceed \$131,675, of which \$53,545 is budgeted for FY 2023 with an anticipated allocation of \$78,130 in FY 2024, contingent upon a budgetary appropriation by the Board of County Commissioners (BCC) for the term of this agreement, for the provision of process and outcomes evaluation research services to Palm Beach County residents with substance use disorders.

SUMMARY: An Interlocal Agreement with FAU is necessary to develop research to establish process and outcomes evaluations for the Palm Beach Behavioral Health, Substance Use and Co-Occurring Disorders Strategic Plan Update (Plan Update). Additionally, FAU's research team will utilize qualitative and quantitative evidence from the Comprehensive Opioid, Stimulants, and Substance Use Program (COSSUP) to inform best practices related to Recovery Community Organizations/Recovery Community Centers (RCO/RCC). On May 2, 2023, the BCC approved an expansion from two (2) RCO/RCCs to four (4), located strategically where the needs are the greatest across Palm Beach County. The FAU research team will examine long-term recovery outcomes by evaluating participants outcomes based on levels of engagement with RCO/RCCs and assess the efficacy of educational programs, differences in geographical locations and quality of services at each of the RCO/RCCs and how these factors impact and affect long-term recovery. (Community Services) Countywide (HH)

Background and Justification: The BCC identified the opioid epidemic, behavioral health, and substance use disorder as a high strategic priority. On November 1, 2022, the BCC approved the Plan Update to address behavioral health and substance use disorder and later approved an Advisory Committee to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use, and co-occurring disorders prevention, treatment, support, and recovery policies. Building leaders' capacity with a focus on collaboration and communication across providers and entities in the behavioral health and substance use disorders space will improve the quality of services. Data shows how urgent these efforts are to reduce substance use and co-occurring disorders deaths. In 2020, the Medical Examiner's Office (Office) reported that there were 605 opioid-related deaths, a 35% increase from the 447 opioid-related deaths of 2019. In 2021, the Office reported 529 opioid-related deaths, a 13% decrease. In 2022, the Office reported 418 opioid-related deaths, a 21% decrease. For the first quarter of 2023 alone, the Office reported 77 opioid-related deaths, with 48 pending final determination. Given emerging drug trends that are proving to be more dangerous, information sharing and coordinated actions are critical to delivering an effective and efficient system of care.

Attachments: Interlocal Agreement with FAU

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	DocuSigned by:  7/25/2023	
Recommended By:		Date
Approved By:	Assistant County Administrator	 8/7/2023 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$53,545	\$78,130			
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$53,545	\$78,130			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
Does this item include the use of federal 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.

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
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Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

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

7/16/2023

OFMB

7/16/2023

7/16/2023

Contract Development and Control

7/16/2023

B. Legal Sufficiency:

8-4-23

Assistant County Attorney

C. Other Department Review:

Department Director

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

INTERLOCAL AGREEMENT

This Interlocal Agreement is made as of the _____ day of _____, 20__, 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, whose Federal Tax I.D. is 65-0385507.

WHEREAS, the UNIVERSITY has proposed providing certain services under the Behavioral Health; and **NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The UNIVERSITY agrees to provide Process and Outcomes Evaluation Research services to residents with substance use disorders of Palm Beach County as set forth in the **EXHIBIT A - SCOPE OF WORK AND SERVICES** and **EXHIBIT B - UNIT OF SERVICE RATE AND DEFINITIONS**. The UNIVERSITY also agrees to provide deliverables, including reports, as specified in **EXHIBIT A, EXHIBIT B, and ARTICLE 15 - UNIVERSITY'S PROGRAMMATIC REQUIREMENTS**. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (DEPARTMENT). The UNIVERSITY receiving funds must be a UNIVERSITY within Palm Beach County and the UNIVERSITY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

ARTICLE 3 SCHEDULE

The term of this Agreement shall be for nine (9) months, starting February 1, 2023 (initial term), and will automatically renew for one (1) 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. Monthly billing, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A, EXHIBIT B, and ARTICLE 15**.

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

ARTICLE 4 PAYMENTS TO UNIVERSITY

The total amount to be paid by the COUNTY under this Interlocal Agreement for all services and materials shall not exceed a total Interlocal Agreement amount of **ONE HUNDRED AND THIRTY-ONE THOUSAND SIX HUNDRED AND SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$131,675.00) OVER THE TERM OF THE INTERLOCAL AGREEMENT, OF WHICH FIFTY-THREE THOUSAND FIVE HUNDRED AND FORTY-FIVE DOLLARS AND ZERO CENTS (\$53,545.00) IS BUDGETED IN FISCAL YEAR FY2023 WITH AN ANTICIPATED ANNUAL ALLOCATION OF SEVENTY-EIGHT THOUSAND ONE HUNDRED AND THIRTY DOLLARS AND ZERO CENTS (\$78,130.00) TO BE BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS INTERLOCAL AGREEMENT.**

The UNIVERSITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **EXHIBIT B** 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 Interlocal Agreement year are set forth in **EXHIBIT B**. All requests for payments of this Interlocal Agreement shall include documents acceptable to the Community Services Department.

The UNIVERSITY is obligated to provide the COUNTY with the properly completed requests for all funds to be paid relative to this Interlocal Agreement. Any amounts not submitted by UNIVERSITY shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the UNIVERSITY pursuant to this Interlocal Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Interlocal Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Interlocal Agreement shall be withheld until all reports due from the UNIVERSITY and necessary adjustments have been approved by the COUNTY. In the event that the UNIVERSITY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-COUNTY sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Final Invoice: In order for both parties herein to close their books and records, the UNIVERSITY will

clearly state "final invoice" on the UNIVERSITY'S final/last billing to the COUNTY. This shall constitute UNIVERSITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the UNIVERSITY.

In order to do business with Palm Beach County, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If UNIVERSITY intends to use subagencies, UNIVERSITY must also ensure that all subagencies are registered as agencies in VSS. All subcontractor agreements must include a contractual provision requiring that the subUNIVERSITY register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the UNIVERSITY and all of its subagencies are registered in VSS.

ARTICLE 5 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Interlocal Agreement by the UNIVERSITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Interlocal Agreement are accurate, complete and current as of the date of the interlocal Agreement and no higher than those charged to the UNIVERSITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Agencies. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Interlocal Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 7 LIABILITY

To the extent provided by section 768.28 Fla. Stat., and to the extent covered by the UNIVERSITY's insurance coverage that is provided by the State of Florida Division of Risk Management, UNIVERSITY agrees:

- 1) to be fully responsible, for its negligent acts or omissions, which result in claims or suits. against UNIVERSITY, COUNTY, and their respective agents, officers and employees acting within the course and scope of their employment; and
- 2) to be liable for any damages proximately caused by those negligent acts or omissions.

Nothing herein is intended to be a waiver of sovereign immunity nor consent by UNIVERSITY to be

sued by a third party.

ARTICLE 8 AMENDMENTS TO FUNDING LEVELS

This Interlocal Agreement may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds. UNIVERSITY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The formula for reduction of funds shall be as follows:

Any increase or decrease of funding for any of the UNIVERSITY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee.

Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

ARTICLE 9 INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, UNIVERSITY acknowledges and represents that UNIVERSITY is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440. When requested, UNIVERSITY shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status. Compliance with the foregoing requirements shall not relieve UNIVERSITY of its liability and obligations under this Agreement. UNIVERSITY agrees its self-insurance, general liability and automobile liability insurance shall be primary as respect to any coverage afforded to or maintained by COUNTY

ARTICLE 10 LICENSING REQUIREMENTS

The UNIVERSITY represents 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 UNIVERSITY 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 UNIVERSITY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The UNIVERSITY shall comply with all legal criminal history record check regulations required for the population they serve. UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY.

ARTICLE 11 PERSONNEL

The UNIVERSITY represents 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 UNIVERSITY'S key personnel, or any personnel turnover that could adversely impact the UNIVERSITY'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. UNIVERSITY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required hereinunder shall be performed by the UNIVERSITY or under its supervision. The UNIVERSITY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Interlocal Agreement, 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.

All of the UNIVERSITY'S personnel (and all subcontractors'), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 12 REGULATIONS; LICENSING REQUIREMENTS

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. UNIVERSITY 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.

ARTICLE 13 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 UNIVERSITY represents that throughout the term of the Interlocal Agreement, 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 Interlocal Agreement.

As a condition of entering into this Interlocal Agreement, the UNIVERSITY represents that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the UNIVERSITY 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 UNIVERSITY retaliate against any person for reporting instances of such discrimination. The UNIVERSITY 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 UNIVERSITY understands and agrees that a material violation of this clause shall be considered a material breach of this Interlocal Agreement and may result in termination of this Interlocal Agreement, 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. UNIVERSITY shall include this language in its subcontracts.

ARTICLE 14 SUCCESSORS AND ASSIGNS

The COUNTY and the UNIVERSITY 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 Interlocal Agreement. Except as above, neither the COUNTY nor the UNIVERSITY shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other.

ARTICLE 15 UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Article in a timely fashion and in the format required, and to comply with the requirements of this Article will constitute a material breach of this Interlocal Agreement and may result in termination of this Interlocal Agreement.

The UNIVERSITY agrees to specific programmatic requirements, including, but not limited to the following:

- 1. UNIVERSITY shall maintain separate financial records for Opioid Response Initiative (ORI) Interlocal Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. ORI cost

allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, shall be included in monthly invoices. Allowable administrative expenses shall not exceed fifteen percent (15%) of expended Interlocal Agreement funds and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at individual service category, shall be available in the detailed general ledger, and shall support the unit rate and number of units billed.

2. UNIVERSITY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
3. UNIVERSITY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
4. UNIVERSITY shall ensure that no private or confidential data collected, maintained or used during the course of the Interlocal Agreement period or thereafter shall be disseminated, except as authorized by statute.
5. UNIVERSITY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the UNIVERSITY to assure that its fiscal and programmatic goals and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, and in this Article are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. Additionally, the DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The UNIVERSITY shall maintain business and accounting records detailing the performance of the Interlocal Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
6. UNIVERSITY shall be monitored by the information within the Interlocal Agreement, **EXHIBIT A**, **EXHIBIT B**, and current monitoring tool.
7. UNIVERSITIES with findings during the monitoring phase shall complete a Partnership Agreement within 30 days outlining how and when findings will be resolved.
8. UNIVERSITY agrees to not use or disclose protected health information, defined as individually identifiable health information (IIHI), other than permitted or required by this Interlocal Agreement or as required by law.
9. UNIVERSITY shall submit quarterly programmatic outcomes and fiscal reports using the

templates provided by the DEPARTMENT. Quarterly programmatic outcome and fiscal reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee on the following dates: January 15, April 15, July 15, October 15.

10. If UNIVERSITY provides care coordination services, UNIVERSITY shall provide documentation of executed Memorandum of Understanding (MOU) with other behavioral health providers that is required to meet the needs of families within multiple regions across the COUNTY.
11. UNIVERSITY shall comply with applicable state and federal licensure and guidelines relevant to services delivered within this service category.
12. Disclosure of Incidents:

UNIVERSITY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involved any Clients within four to eight (4 – 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT D – COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any client served through the program funded in whole or part through funds. All of the incidents require that immediate action is taken to protect Clients from further 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.

13. UNIVERSITY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT'S Incident Notification Process and follow up with **EXHIBIT D** within five (5) business days of the following:
 - a. Resignation/Termination of Key funded staff.
 - b. Funded Staff vacancy position for 90 days or more.
 - c. Loss of funding from another Funder that could impact service delivery.
 - d. Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
 - e. Other incidents that may occur unexpectedly and are not covered above.
14. UNIVERSITY shall provide its revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.

15. UNIVERSITY may provide Key Personnel appropriate training according to their staff qualifications, in compliance with Section 760.10, Florida Statutes, as may be amended, including but not limited to :

- a. Racial Equity Training.
- b. Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training.
- c. Cultural competency training.
- d. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency.

16. UNIVERSITY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Interlocal Agreement, and also know about the DEPARTMENT: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the UNIVERSITY or program funded under this Interlocal Agreement and the DEPARTMENT and COUNTY are to be displayed in all communications, education and outreach materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



Specific Activities – Mandatory:

- When UNIVERSITY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the UNIVERSITY’S website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display the DEPARTMENT and COUNTY logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.

Specific Activities – Recommended:

- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible, and
- Notify the DEPARTMENT staff of any news release or media interview relating to this Interlocal Agreement or the program funded under this Interlocal Agreement so the coverage can be promoted using appropriate media channels, and
- Place signage/LOGO in UNIVERSITY'S main office/lobby and all additional work/service sites visible to the public, identifying the DEPARTMENT and COUNTY as a funder, and
- Display the DEPARTMENT and COUNTY logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on UNIVERSITY'S website with a hyperlink to the DEPARTMENT and COUNTY website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>, and
- Display the DEPARTMENT logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that UNIVERSITY sponsors or participates in.

17. In accordance with section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.

18. UNIVERSITY maintains a policy concerning cyber security training for its employees. UNIVERSITY's personnel who are performing services under this Agreement must receive the training within ninety (90) days of the execution of this agreement. Upon request, UNIVERSITY will provide County with information verifying that the training has been completed.

ARTICLE 16 ACCESS AND AUDIT REQUIREMENTS

The UNIVERSITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Interlocal Agreement. 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 UNIVERSITY'S place of business.

UNIVERSITY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the UNIVERSITY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The UNIVERSITY will provide a final close out report and Financial Reconciliation Statement as set forth in **EXHIBIT C**, accounting for all funds expended hereunder, no later than 30 days from the Interlocal Agreement end date.

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 UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Interlocal Agreement 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 2-421 through 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The UNIVERSITY 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 accounting principles.

- A. The annual financial audit report shall include all management letters and the UNIVERSITY'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 UNIVERSITY and contract/agreement grant number.
- C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Community Services Department
Attn: FAA Program Monitor
810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 17 REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal Agreement 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 Interlocal Agreement 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 Interlocal Agreement, including but not limited to any citizen or employees of the COUNTY and/or UNIVERSITY.

ARTICLE 18 CONFLICT OF INTEREST

The UNIVERSITY 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 UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY 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 disclosed to it in accordance with the UNIVERSITY's conflict of interest policies. Upon execution of this Agreement, UNIVERSITY will provide the COUNTY with the employees' disclosures and the UNIVERSITY's approval, including any conditions on the approval required by the UNIVERSITY. With respect to conflict of interest matters arising after the date of execution of this Agreement, the UNIVERSITY shall, as part of its review process, notify the COUNTY and receive input from the COUNTY regarding the potential conflict of interest and will provide the COUNTY with the UNIVERSITY's final decision, including any conditions on the approval required by the UNIVERSITY.

ARTICLE 19 DRUG-FREE WORKPLACE

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

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the UNIVERSITY'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.
- C. Give each employee engaged in providing the services that are under this Interlocal Agreement a copy of the statement specified in Paragraph A.
- D. In the statement specified in Paragraph A, notify the employees that, as a condition of providing the services that are under Interlocal Agreement, the employee will abide by the terms of the statement and will notify the UNIVERSITY of any conviction of, or plea of guilty or 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.

- E. 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, for any employee who is so convicted or so pleads.

ARTICLE 20 AMERICANS WITH DISABILITIES ACT (ADA)

The UNIVERSITY shall meet all the applicable 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 21 INDEPENDENT CONTRACTOR RELATIONSHIP

The UNIVERSITY is, and shall be, in the performance of all work services and activities under this Interlocal Agreement, 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 Interlocal Agreement shall at all times, and in all places, be subject to the UNIVERSITY'S sole direction, supervision and control. The UNIVERSITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNIVERSITY'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 UNIVERSITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the UNIVERSITY 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.

ARTICLE 22 CONTINGENT FEES

The UNIVERSITY represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNIVERSITY to solicit or secure this Interlocal Agreement 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 UNIVERSITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Interlocal Agreement.

ARTICLE 23 SUBCONTRACTING

The COUNTY does not allow subcontracting by the UNIVERSITY for services under this Interlocal Agreement.

ARTICLE 24 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, and subcontractors 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 25 EXCUSABLE DELAYS

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

Upon the UNIVERSITY’S request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the UNIVERSITY’S failure to perform was without it or its subcontractors fault or negligence, the Interlocal Agreement schedule and/or any other affected provisions of this Interlocal Agreement 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 26 ARREARS

The UNIVERSITY 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 UNIVERSITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Interlocal Agreement.

ARTICLE 27 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UNIVERSITY shall deliver to the COUNTY’S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Interlocal Agreement.

UNIVERSITY agrees that copies of any and all reports or other deliverables provided to COUNTY in accordance with this Agreement, whether generated directly by the UNIVERSITY, or by or in conjunction or consultation with any other party whether or not a part to the Agreement, whether or not in privity of Agreement with the COUNTY or UNIVERSITY, and wherever located shall be provided to the COUNTY and that COUNTY will have the non-exclusive use of such materials for its COUNTY purposes but that UNIVERSITY may retain a copy and use such materials for its internal educational and research purposes.

UNIVERSITY reserves to itself and its employees the right to publish the results of the Project in

whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, UNIVERSITY shall provide the COUNTY's representative/liaison with a copy of each manuscript using data and information obtained as a result of this Agreement that is intended for publication. If the COUNTY does not make written request for delay in publication within sixty (60) days, UNIVERSITY shall be free to publish the manuscript at any time at the end of the sixty (60) days. In no event will publications be delayed for more than 90 additional days. UNIVERSITY reserves the right to use the results of this work for educational or research purposes.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the UNIVERSITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Interlocal Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Interlocal Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Interlocal Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

ARTICLE 28 TERMINATION

This Interlocal Agreement may be terminated by the UNIVERSITY 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 Interlocal Agreement through no fault of the UNIVERSITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the UNIVERSITY if the UNIVERSITY has breached the agreement, after having provided UNIVERSITY written notice and a twenty (20)-day opportunity to cure, or without cause upon ten (10) business days written notice to the UNIVERSITY. Unless the UNIVERSITY is in breach of this Interlocal Agreement, the UNIVERSITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination, and for non-cancellable obligations for the term of the Interlocal Agreement incurred prior to the effective date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the UNIVERSITY shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 29 SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, 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 Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 30 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the UNIVERSITY'S ability to meet the completion dates or schedules of this Interlocal Agreement.

If the COUNTY so instructs in writing, the UNIVERSITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Amendment to this Interlocal Agreement and the UNIVERSITY shall not commence work on any such change until such written amendment is signed by the UNIVERSITY and approved and executed on behalf of Palm Beach County.

ARTICLE 31 NOTICES

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Taruna Malhotra, Assistant Department Director
Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, Florida 33401

And, if sent to the UNIVERSITY shall be mailed to:

Miriam Campo, Head of Office of Sponsored Programs
Florida Atlantic University Board of Trustees
777 Glades Rd
Boca Raton, FL 33431

ARTICLE 32 STANDARDS OF CONDUCT FOR EMPLOYEES

The UNIVERSITY will adhere to the rules set by the Florida Code of Ethics law, (http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0112/0112PartIIIContentsIndex.html&StatuteYear=2022&Title=-%3E2022-%3EChapter%20112-%3EPart%20II). Each institution receiving financial support 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 grantee 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.

A copy of the rules of conduct must be made available to each officer, employee, board member, and UNIVERSITY of the recipient organization that is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

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 33 SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, subcontractors and AGENCIES 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if UNIVERSITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Interlocal Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by UNIVERSITY, this Interlocal Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Interlocal Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Interlocal Agreement renewal, if applicable.

ARTICLE 34 PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Interlocal Agreement.
- 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 or as otherwise provided by law. The UNIVERSITY 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 Interlocal Agreement term and following completion of the Interlocal Agreement, if the UNIVERSITY does not transfer the records to the public UNIVERSITY.
- D. Upon completion of the Interlocal Agreement the UNIVERSITY shall transfer, at no cost to the COUNTY, all public records in possession of the UNIVERSITY 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 UNIVERSITY transfers public records to the COUNTY upon completion of the Interlocal Agreement, the UNIVERSITY may retain one (1) copy of the public records in order for it to comply with its obligations under the Florida Public Records Laws and shall destroy any other remaining duplicates. If the UNIVERSITY keeps and maintains public records upon

completion of the Interlocal Agreement, the UNIVERSITY shall meet all applicable requirements for retaining public records. All records stored electronically by the UNIVERSITY 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 the COUNTY, at no cost to the COUNTY.

Failure of the UNIVERSITY to comply with the requirements of this Article shall be a material breach of this Interlocal Agreement. 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. UNIVERSITY 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 UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, 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 35 CRIMINAL HISTORY RECORDS CHECK

The UNIVERSITY, UNIVERSITY'S employees under this Agreement 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 Resolutions R2013- 1470 and R2015-0572, as amended. The UNIVERSITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the UNIVERSITY acknowledges that its Interlocal Agreement 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 Interlocal Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolutions, as amended. COUNTY staff representing the COUNTY department will contact UNIVERSITY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The UNIVERSITY shall make every effort to collect the badges of its employees upon conclusion of the Interlocal Agreement and return them to the COUNTY. If the UNIVERSITY terminates an employee who has been issued a badge, the UNIVERSITY must notify the COUNTY within two (2) hours. At the time of termination, the UNIVERSITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the UNIVERSITY if the UNIVERSITY 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 UNIVERSITY employee within the stated time; or 3) fails to make a

good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 36 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the UNIVERSITY. The UNIVERSITY is not authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The UNIVERSITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Interlocal Agreement.

ARTICLE 37 AUTHORITY TO PRACTICE

The UNIVERSITY hereby represents 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.

ARTICLE 38 E-VERIFY EMPLOYMENT ELIGIBILITY

UNIVERSITY represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of UNIVERSITY'S subcontractors performing the duties and obligations of this Interlocal Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

UNIVERSITY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. UNIVERSITY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Interlocal Agreement which requires a longer retention period.

COUNTY shall terminate this Interlocal Agreement if it has a good faith belief that UNIVERSITY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that UNIVERSITY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify UNIVERSITY to terminate its contract with the subcontractor and UNIVERSITY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Interlocal Agreement pursuant to the above, UNIVERSITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Interlocal Agreement was terminated. In the event of such contract termination, UNIVERSITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 39 COUNTERPARTS

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

ARTICLE 40 ENTIRETY OF CONTRACTUAL AGREEMENT

The UNIVERSITY agrees that the Scope of Work has been developed from the UNIVERSITY'S service proposal and that the COUNTY expects performance by the UNIVERSITY in accordance with such application. In the event of a conflict between the proposal and this Interlocal Agreement, this Interlocal Agreement shall control.

The COUNTY and the UNIVERSITY both further agree that this Interlocal Agreement sets forth the entire agreement 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 Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement 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 & Comptroller
Palm Beach County

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

BY: _____
Deputy Clerk

BY: _____
Gregg K. Weiss, Mayor

UNIVERSITY:
Florida Atlantic University Board of Trustees

BY:

DocuSigned by:

Miriam Campo

F82DD0445D8444D...

Authorized Signature

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:

DocuSigned by:

Helene C. Huizd

BE3DE20B2223413

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:

DocuSigned by:

James E. Green

BF34EF22BDFDF482...

Department Director

EXHIBIT A

FY 2023 - 2024 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 develop research to establish process evaluations 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 Master Plan (MP) is the establishment of an expanded number of Recovery Community Organizations and their affiliated Recovery Community Centers (RCC), which are important non-clinical approaches to supporting recovery. The UNIVERSITY will utilize the qualitative and quantitative evidence from the COSSAP pilot study to inform continued best practices.

UNIVERSITY will perform a program research evaluation of Palm Beach County (PBC) Recovery Community Organizations (RCO)/Recovery Community Centers (RCC) located in Delray Beach, Lake Worth Beach, and development processes for new RCO/RCC locations in Riviera Beach and Belle Glade. The research evaluation will examine the long-term recovery outcomes of the participants who interface with the RCO/RCC by evaluation levels of engagement and recovery outcomes.

UNIVERSITY will evaluate the services included at the RCO/RCC, including how services are determined to be responsive on an individual level and on a community level for members engaging with the RCO/RCC. Participation rates in educational activities offered by the RCO/RCC and increased recovery capital will be included in the UNIVERSITY process evaluation, concentrating special attention to the quality of service and warm hand-offs at the center(s); and whether there are any differences across the centers, which will help inform practices and offerings both generally and site-specific. Additionally, UNIVERSITY will examine geographical locations and cultural sensitivity of the RCO/RCC's and how these factors impact and affect long-term recovery.

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). 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. Develop research aims and questions in order to 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 - UNIVERSITY will:

1. Develop research aims and questions in order to evaluate the effectiveness of the Master Plan generally on decreasing substance use disorder, overdoses, and deaths and conduct related process/outcome evaluation;
2. Develop research aims and questions in order to 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. Recovery Community Organization and allied Recovery Community Center (RCC):

Develop research questions to evaluate utilization and effectiveness of the RCO/RCC for the following locations:

i. ***Delray Beach –***

Process evaluation:

Develop questions in consultation with the OBHSUD that will inform operational and program improvement.

Outcome evaluation that is theory-driven using recovery capital:

Develop research questions in consultation with the OBHSUD to assess participant outcomes, including connections between peer supports, recovery capital score increases/decreases related to overall well-being and recovery progress.

Lake Worth Beach/ Riviera Beach/ Belle Glade:

Needs Assessment:

- Develop research questions to assess how residents involved with the Lake Worth Beach listening sessions, symposium planning and visioning sessions felt about the process so far.
- Develop questions in consultation with the OBHSUD to assess needs and expectations.

- Begin analysis of how strengths and opportunities in the development of both Lake Worth Beach and Delray Beach RCO can be leveraged to support and benefit the development processes in Riviera Beach and Belle Glade.
- D. Project deliverable reports shall be submitted quarterly.

Reports shall include, but not be limited to:

- Progress on or completion of specific aims, research, evaluations identified in Section II, A through C;
- Results of collaborative factors inventory surveys; and,
- Preliminary findings, if any.

Project Deliverables and Reporting Submissions Due Dates

Deliverable/Report	Timeframe	Completion/Submission due date
Institutional Review Board Review and Approval	03/01/23 to 05/31/23	05/31/23
Design Study and Interview Guide	03/01/ to 06/30/23	06/30/23
Project Deliverable Report #1	03/01/23 to 06/30/23	07/15/23
Project Deliverable Report #1	07/01/23 to 09/30/23	10/15/23
Project Deliverable Report #1	10/01/23 to 12/31/23	07/15/23
AC/MP Process Evaluation	05/01/23 to 01/31/24	07/15/23
MP Program Evaluation	7/01/23 to 01/31/24	07/15/23
Project Deliverable Report #1	01/01/24 to 03/31/24	07/15/23
RCC Needs Assessment	02/01/24 to 04/30/24	04/30/24
RCC Program Evaluation	03/01/24 to 05/31/24	07/15/23
RCC Process Evaluation	03/01/23 to 06/30/23	07/15/23
Project Deliverable Report #1	04/01/24 to 06/30/24	07/15/23
Project Deliverable Report #6	07/01/24 to 9/30/24	10/15/24
Final Project Deliverable Report	10/01/24 to 12/31/24	04/30/24

EXHIBIT B

FY 2023 - 2024 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 2 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	\$131,675
	FY 2024 up to \$19,532.50 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.

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement/Contract between Palm Beach County ("the County") and UNIVERSITY Name ("UNIVERSITY") [Contract Number] effective

_____, 202_, for ____ [describe subject of Agreement/Contract], attached is a final financial reconciliation of the funds provided by County. As shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%)

OR

☐ There were under expenditures in the amount of \$_____, which pursuant to the Contract/Agreement, will be returned to Palm Beach County by _____ [date]; all other funds were spent in accordance with the provisions of the Agreement/Contract.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the contract to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement/Contract.

Signature

Date

Print Name

EXHIBIT D

COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Agency / Program: _____

Date Incident Occurred: _____

Person Completing Form: _____

Date of Report: _____

Email address (Optional): _____

Phone #: _____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail
- ☐ Encrypted Email

Incidents Reported: (Please check the appropriate box)

➤ Timeline to notify County – Incidents related to Children should be notified between 2-4 hours.

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY in a negative manner (service delivery, safety and/or fiscal)

➤ Timeline to notify County – Incidents related to Adults should be notified between 4-8 hours.

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY in a negative manner (service delivery, safety and/or fiscal)

➤ Timeline to notify County – within 14 business days.

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact service delivery to Program clients) Specify (_____)

Summary of incident: (Do not include the name of the client or staff involved in incident)

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ N/A

Individual Completing Report: Print Name

Position / Title

Individual Completing Report: Signature

Date



STATE RISK MANAGEMENT
TRUST FUND

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, 2023
Expiration Date: July 1, 2024



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 234, Part II and Section 763.23, Florida Statutes.

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.

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

- (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.

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;

- (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

Policy Number: AL-0201

Fleet Automobile Liability
Certificate of Coverage

Name Insured: Florida Atlantic University

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28,
Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

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

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: July 1, 2023

Expiration Date: July 1, 2024



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
FLEET AUTOMOBILE 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 automobile 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. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 763.23, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, 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 234, Part II and Section 763.23, Florida Statutes.

B. 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 of 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 such 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.

C. Definitions

The following definitions shall apply to liability coverages established herein:

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or

volunteers acting within the course and scope of employment.

- (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, motorcycle, 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) **Owned Automobile** - An automobile owned by the named insured or leased under contract for six months or more.
- (g) **Hired Automobile** - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.
- (h) **Non-owned Automobile** - Any automobile which is not an owned or hired automobile.
- (i) **Trailer** - The word trailer includes semi-trailer.
- (j) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (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, loader, 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.

D. Exclusions

This certificate does not apply to:

- (a) any claim or judgment for punitive damages;
- (b) interest for the period prior to judgment;
- (c) that portion of the claim or judgment which is in excess of the statutory limits of liability;
- (d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (e) liability assumed by the insured under any contract or agreement;
- (f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers'

- compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) the owner of a hired automobile or any agent or employee of any such owner;
 - (h) to any action which may be brought against the State department or agency named herein 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;
 - (i) damage or destruction to property owned by the insured;
 - (j) liability related in any way with nuclear energy.

E. Conditions

1. 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 (vehicles, 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.
2. Insured's duties in the Event of Occurrence, Claim or Suit
 - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
 - (b) If claim is made or suit is 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 or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.
 - (c) 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 contract 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.
3. Limits of Liability
The limits 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 bodily 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 to "each occurrence".
4. Insurance
If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

II. PERSONAL INJURY PROTECTION

A. Coverage

DFS-D0-864
Revised 11/05

The Fund will pay to:

- (a) any insured injured while occupying an owned vehicle, or
- (b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:
 - (1) eighty percent (80%) of all reasonable and necessary medical expenses, and
 - (2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and
 - (3) funeral, burial or cremation expenses in an amount not to exceed \$5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

- (a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;
- (b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (1) causing bodily injury to himself or herself intentionally; or
 - (2) while committing a felony;
- (d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;
- (e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;
- (f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;
- (g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;
- (h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;
- (i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be \$10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions

The following definitions shall apply to Personal Injury Protection coverages provided herein:

- (a) Bodily Injury - Bodily injury, sickness or disease, including death at any time resulting therefrom;
- (b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
- (c) Named Insured - The department or agency named herein;
- (d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
- (e) Motor Vehicle - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:
 - (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type;
 - (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
- (f) Occupying - In or upon or entering into or alighting from;
- (g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:
 - (1) the bodily injury liability insurance of the policy applies;
 - (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
- (h) Pedestrian - Person while not an occupant of any self-propelled vehicle;
- (i) Owner - A person or organization who holds the legal title to a motor vehicle, including:
 - (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
 - (2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
 - (3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.

E. Policy Period: Territory

The insurance under this section applies only to accidents which occur during the certificate period:

- (a) in the State of Florida, and
- (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.

F. Conditions

- (a) Notice
In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.

- (b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

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

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

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.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. 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.

G. 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

Policy Number: WC-0201

State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: Florida Atlantic University

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2023

Expiration Date: July 1, 2024

DFS-D0-867
(REV. 7/17)



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 30% 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, 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.