

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Ryan White Program

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Contract for Provision of Needle Exchange Program Services with Rebel Recovery Florida Inc. (Rebel Recovery) for the period September 1, 2025 through August 31, 2030, to authorize the continuation of the Needle Exchange Program (NEP) to legally operate within Palm Beach County (County).

Summary: The County currently has one (1) approved Syringe Services Program (SSP) operator in Rebel Recovery, a 501(c)(3) HIV services and recovery community organization located in West Palm Beach, Florida. Rebel Recovery has provided SSP services through the Florida Access to Syringe and Health Services (FLASH) Exchange program for the past five (5) years. During this time, the FLASH Exchange served more than 1,000 participants and facilitated a net deduction of 31,000 syringes in our community. In addition, over 5,000 cases of Narcan/Naloxone were distributed, resulting in 3,452 reported overdose reversals. During the same period, the County has seen a 57% decrease in opioid overdoses.

On July 2, 2019, the Board of County Commissioners (BCC) adopted the Infectious Disease Elimination Ordinance pursuant to section 381.0038(4), Florida Statutes, known as the State's Infectious Disease Elimination Act (IDEA). As required by IDEA, the County's ordinance includes conditions precedent to establishing the NEP. On March 10, 2020, the BCC fulfilled the first condition by entering into a letter of agreement with the Florida Department of Health (FDOH), agreeing that the NEP will operate in compliance with IDEA requirements. On July 14, 2020, the BCC approved a contract with Vanderbilt University to utilize their software for the required collection and reporting of NEP data (R2020-0922). On September 1, 2020, the BCC approved a five (5) year contract with Rebel Recovery to operate a NEP (R2020-1305). Rebel Recovery proposes to serve an estimated 300 participants and exchange approximately 100,000 needles/syringes annually. No County ad valorem funds are required for the NEP's operation and such funding is expressly prohibited by IDEA. Countywide (JBR)

Background and Justification: In July of 2019, the Florida Legislature approved the IDEA authorizing the BCC to establish a sterile needle and syringe exchange program within its geographic boundaries. That same month, the BCC adopted the Infectious Disease Elimination Ordinance establishing NEP that allows a one-to-one exchange of used needles and syringes for sterile ones. This program operates in unincorporated Palm Beach County and all municipalities within the County that have not adopted a conflicting ordinance.

The Centers for Disease Control and Prevention recommends the use of NEP as an effective measure to increase entry into substance use disorder treatment, reduce needle stick injuries to first responders, reduce overdose deaths, and decrease healthcare costs by preventing bloodborne infectious diseases such as HIV and viral hepatitis. Staff will continue to work with the FDOH and the County to seek ongoing advice, consultation, and recommendations for the operation of the NEP pursuant to the IDEA and the County ordinance.

- Attachments:
1. Contract for Provision of NEP Services with Rebel Recovery

DocuSigned by:
Recommended By: Tanuna Mallotra 7/23/2025
Department Director Date
Approved By: Assistant County Administrator 8/1/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029	2030
Capital Expenditures						
Operating Costs						
External Revenue						
Program Income						
In-Kind Match (County)						
NET FISCAL IMPACT	0	0	0	0	0	0

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

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:
There is no funding associated with this contract for authorization of services.

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
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Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

OFMB

7/24/2025

7/24/25

7/24/25

Contract Development and Control

7/29/25

7/28/25

B. Legal Sufficiency:

Assistant County Attorney

7/29/25

C. Other Department Review:

Department Director

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

CONTRACT FOR PROVISION OF SERVICES

This Contract is made as of 19th day of August, 2025 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Rebel Recovery Florida, Inc.**, hereinafter referred to as the OPERATOR, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **81-5190566**.

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

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

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

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

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

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 SERVICES

The OPERATOR agrees to provide services to Palm Beach County residents, as set forth in the Implementation Plan (**Exhibit A**), which is attached hereto and incorporated herein by reference. The OPERATOR also agrees to provide deliverables, including reports, as specified in **EXHIBIT B - OPERATOR PROGRAMMATIC AGREEMENTS**. No changes in the Implementation Plan or services are to be conducted without the written approval of the COUNTY.

ARTICLE 3 SCHEDULE

The term of this Contract shall be for one (1) year, starting September 1, 2025 (initial term) and the Contract will automatically renew for four (4) additional one (1)-year term(s) (renewal terms), upon

satisfactory compliance with contractual requirement 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.

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

ARTICLE 4 PAYMENTS TO OPERATOR

No payments to be made to the Operator by the County.

ARTICLE 5 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the AGENCY’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 INSURANCE

The OPERATOR shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by OPERATOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OPERATOR under the Contract. OPERATOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** OPERATOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Workers’ Compensation Insurance & Employer’s Liability:** OPERATOR shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** OPERATOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each

occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of OPERATOR'S most recent annual report or audited financial statement. For policies written on a "claims- made" basis, OPERATOR warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, OPERATOR shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the OPERATOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. Waiver of Subrogation: Except where prohibited by law, OPERATOR hereby waives any and all

rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then OPERATOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should OPERATOR enter into such an agreement on a pre-loss basis.

D. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the OPERATOR shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of Commissioners

and may be addressed:

c/o Community Services Department
810 Datura Street
West Palm Beach, FL 33401
ATTN: Contracts Manager

F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 7 INDEMNIFICATION

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

The OPERATOR also agrees that funds made available pursuant to this Contract shall not be used by the OPERATOR for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 SUCCESSORS AND ASSIGNS

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

ARTICLE 9 WARRANTIES AND LICENSING REQUIREMENTS

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

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

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

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

ARTICLE 10 PERSONNEL

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

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

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

ARTICLE 11 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 R2025-0748, as may be amended, the OPERATOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the OPERATOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the OPERATOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the OPERATOR retaliate against any person for reporting instances of such discrimination. The OPERATOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

The OPERATOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OPERATOR

shall include this language in its subcontracts.

ARTICLE 12 REMEDIES

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

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

ARTICLE 13 OPERATOR PROGRAMMATIC AGREEMENTS AND INCIDENT NOTIFICATION

OPERATOR agrees to fully comply with all of the Operator’s Programmatic Agreements contained in **EXHIBIT B**, and **EXHIBIT C - INCIDENT NOTIFICATION FORM**, both of which are attached hereto and incorporated herein by reference.

ARTICLE 14 ACCESS AND AUDITS

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

The OPERATOR shall provide the COUNTY with an annual financial audit report, which meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.650, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. § 7501-7507, OMB Circular A-128 for the purposes of auditing and monitoring the funds awarded under this Contract.

- a. The annual financial audit report shall include all management letters and the OPERATOR’S response to all findings, including corrective actions to be taken.
- b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring Operator and contract/agreement grant number if required by the Single Audit Act.
- c. The complete financial audit report, including all items specified herein, shall be sent directly to:

Fiscal Manager

Palm Beach County Community Services Department
810 Datura Street
West Palm Beach, FL 33401

Electronic submission via email is acceptable. Please submit audit reports to the Fiscal Manager and Financial Analyst.

The OPERATOR shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

- d. The audit is due within 30 days after receipt of the financial audited report from the IPA or PA within nine (9) months after the close of the OPERATOR’S fiscal year.
- e. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY.
- f. OPERATOR shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the OPERATOR, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

ARTICLE 15 CONFLICT OF INTEREST

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

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

ARTICLE 16 DRUG-FREE WORKPLACE

The OPERATOR 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 OPERATOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under Contract a copy of the statement specified in Item Number 1 above.
- D. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Contract services, the employee will abide by the terms of the statement and will notify the OPERATOR of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 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, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of section 287.087, Florida Statutes.

ARTICLE 17 AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE 18 INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 CONTINGENT FEES

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

ARTICLE 20 PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the OPERATOR certifies that it, its affiliates, suppliers, 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 21 EXCUSABLE DELAYS

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

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

ARTICLE 22 ARREARS

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

ARTICLE 23 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The OPERATOR 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 Contract.

The OPERATOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the OPERATOR'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the OPERATOR, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the

COUNTY or the OPERATOR, and wherever located shall be the property of the COUNTY.

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 OPERATOR 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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 Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, 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 in Palm Beach County Code, Section 2-421 – 2-440 as amended.

ARTICLE 24 TERMINATION

This Contract may be terminated by the OPERATOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the OPERATOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the OPERATOR or without cause upon ten (10) business days written notice to the OPERATOR. Unless the OPERATOR is in breach of this Contract, the OPERATOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the OPERATOR 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 25 SEVERABILITY

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

ARTICLE 26 NOTICES

All notices required in this Contract 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:

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

and if sent to the OPERATOR, shall be mailed

 to: Nancy McConnell
 Rebel Recovery Florida, Inc.
 400 North Congress Ave. Suite 130
 West Palm Beach, FL 33401

ARTICLE 27 STANDARDS OF CONDUCT FOR EMPLOYEES

The OPERATOR must establish safeguards to prevent employees, agencies or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, 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. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 C.F.R. Part 74, Subpart P and 45 C.F.R. Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective OPERATOR official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The OPERATOR shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-Operator who are 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 COUNTY 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 28 SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the OPERATOR certifies that it, its affiliates, suppliers, subagencies and OPERATOR 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 OPERATOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the OPERATOR certifies that it, its affiliates, suppliers, subcontractors and OPERATOR 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 OPERATOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 29 PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY’S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The OPERATOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the OPERATOR does not transfer the records to the public Operator.
- D. Upon completion of the Contract the OPERATOR shall transfer, at no cost to the COUNTY, all public records in possession of the OPERATOR unless notified by COUNTY’S

representative/liaison, on behalf of the COUNTY’S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the OPERATOR transfers all public records to the COUNTY upon completion of the Contract, the OPERATOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the OPERATOR keeps and maintains public records upon completion of the Contract, the OPERATOR shall meet all applicable requirements for retaining public records. All records stored electronically by the OPERATOR must be provided to COUNTY, upon request of the COUNTY’S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 30 CRIMINAL HISTORY RECORDS CHECK

The OPERATOR, OPERATOR’S employees, subcontractors of OPERATOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as may be amended. The OPERATOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the OPERATOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

The COUNTY reserves the right to suspend the OPERATOR if the OPERATOR 1) does not comply with

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

ARTICLE 31 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

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

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

ARTICLE 32 AUTHORITY TO PRACTICE

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

ARTICLE 33 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or Operator under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 34 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 OPERATOR. The OPERATOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the OPERATOR authorized to use the COUNTY’S Tax Exemption Number in securing such materials.

The OPERATOR shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes and benefits with respect to this Contract.

ARTICLE 35 E-VERIFY - EMPLOYMENT ELIGIBILITY

OPERATOR warrants and 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), uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of OPERATOR’S subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

OPERATOR 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. OPERATOR 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 Contract which requires a longer retention period.

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

ARTICLE 36 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

ARTICLE 37 HUMAN TRAFFICKING AFFIDAVIT

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

ARTICLE 38 COUNTERPARTS

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

ARTICLE 39 ENTIRETY OF CONTRACTUAL CONTRACT

The OPERATOR agrees that the Scope of Work has been developed from the OPERATOR's funding application and that the COUNTY expects performance by the OPERATOR in accordance with such application. In the event of a conflict between the application and this Contract, this Contract shall control.

The COUNTY and the OPERATOR both further agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

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: _____
Maria G. Marino, Mayor

OPERATOR:
Rebel Recovery Florida, Inc.

BY: Signed by:
Nancy McConnell
0672C526495F4BD
Authorized Signature

Nancy McConnell, CEO

OPERATOR'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

BY:  Initial
Assistant County Attorney **HCH**

BY: DocuSigned by:
Taruna Mallotra
1459E4101F1049C
Department Director

EXHIBIT A

Implementation Plan			
Operator Name:	Rebel Recovery, Florida Inc.		
Contract Year 2025	Service Category:	Needle Exchange Program	
Service Category Goal: Provide needle exchange program services to persons who inject drugs			
Objective: List quantifiable time-limited objective related to the service listed above (SMART Goal)	Service Unit Definition	Number of Persons to be Served	Number of Units to be Provided
At the end of the project period, we will have served a projected 200 unduplicated participants and exchanged a projected 210,000 sterile syringes.	1 unit= 1needle/syringe exchanged	200	210,000

OPERATOR PROGRAMMATIC AGREEMENTS

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

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

1. To receive written approval from the DEPARTMENT prior to commencement of the exchange of needles/syringes, and following completion of the following conditions:
 - (a) Submission of a comprehensive Safety & Security Plan to DEPARTMENT; and
 - (b) Submission of a memorandum to DEPARTMENT that includes OPERATOR contact information, Needle Exchange Program (NEP) site location(s), hours of operation, service start date, and method that may be used to identify NEP staff, volunteers, or participants that may be immune from criminal prosecution for lawful participation in the NEP; and
 - (c) NEP data management information system (REDCap) installation and training of all NEP staff and volunteers; and
 - (d) Provide tour of NEP fixed and/or mobile site(s) to DEPARTMENT staff, and Florida Department of Health in Palm Beach County; and
 - (e) Submit copy of General Ledger to the DEPARTMENT showing adequate funds to support proposed budget for Year 1 of NEP; and
2. To maintain books, records, documents, and other evidence that sufficiently and properly reflects
all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than seven (7) years.
3. The OPERATOR must maintain separate financial records for the Needle Exchange Program and account for all receipts and expenditures, including direct and indirect cost allocations, in accordance with Generally Accepted Accounting Principles (GAAP).
4. OPERATOR must comply with the Health Insurance Portability and Accountability Act (HIPAA).
5. Disclosure of Incidents:

EXHIBIT B

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

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

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

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

- Resignation/Termination of CEO, President and/or CFO.
- Resignation/Termination of Key NEP staff.
- NEP staff vacancy position over 30 days.
- Loss of funding from Funder that could impact service delivery.
- Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
- Other incidents impacting the effectiveness of the OPERATOR that may occur unexpectedly and are not covered above.

6. OPERATOR shall track Needle Exchange Program goals and objectives, and the

EXHIBIT B

progress in achieving those goals and objectives monthly.

7. OPERATOR must comply with all Federal, State, and Local laws, including state statutes and Florida Administrative Code regulations, whether now existing or hereafter promulgated, concerning the Infectious Disease Elimination Act (IDEA), and to comply with all local laws and regulations concerning zoning, licensing, fire safety, and any other local requirements pertaining to operation of the Needle Exchange Program, whether now existing or hereafter promulgated.
8. OPERATOR must provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Needle Exchange Program, including, at a minimum, an accounting of the number of needles and syringes in use, needles and syringes in storage, safe disposal of returned needles, and any other measures that may be required to control the use and dispersal of sterile needles and syringes.
9. OPERATOR must operate a one-to-one exchange in at least one fixed and/or mobile site(s) that allows a Needle Exchange Program participant to receive one sterile needle and syringe unit in exchange for each used one.
10. The OPERATOR may not operate or co-locate the exchange of needles/syringes or disperse related paraphernalia at a recovery community center or substance use disorder treatment center licensed by the State of Florida unless the center has agreed to the operation or co-location in writing and that writing has been provided to the County.
11. OPERATOR must make available educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases whenever needles or syringes are exchanged. The OPERATOR must offer such materials to program participants whenever needles or syringes are exchanged.
12. OPERATOR must provide onsite counseling or written referrals for drug abuse prevention, education, and treatment, and provide onsite HIV and viral hepatitis screening or give written referrals for such screening to Needle Exchange Program participants. All referrals must include the type of service for which the client is being referred, the name of the entity performing the referred service, and their business hours, address, and contact information. OPERATOR shall keep copies of the referrals throughout the Contract term. OPERATOR shall adhere to the following screening and referral requirements:
 - (a) If the Exchange Program offers viral hepatitis or other blood-borne disease screening services, the OPERATOR must develop mechanisms for compliance with the reporting requirement of section 381.0031, Florida Statutes, and rule 64D-3.029, Florida Administrative Code, in conjunction with the prohibition of collection of personal identifying information associated with viral hepatitis and other blood-borne disease testing in section 381.0038(4)(b)7, Florida Statutes.

EXHIBIT B

- (b) If screening services are offered solely by referral, they must be made available to Needle Exchange Program participants within 72 hours.
 - (c) In the event of reactive test results, the OPERATOR must refer participants to the local Health Department or other organizations able to provide follow-up testing and free or discounted on-site care, if such services are not available directly through the Needle Exchange Program OPERATOR.
 - (d) If the OPERATOR offers HIV screening on-site, the Exchange Program must register with the DEPARTMENT as an anonymous HIV testing site and provide referrals for medical care and follow-up for persons testing positive.
13. OPERATOR must provide kits containing an emergency opioid antagonist, as defined in section 381.887, Florida Statute, or provide referrals to a program that can provide such kits. All referrals must include the name of the entity performing the referred service, their business hours, address, and contact information, with copies of referrals maintained by the OPERATOR throughout the Agreement term.
14. OPERATOR must collect the following Needle Exchange Program Data and must report to the COUNTY no less than monthly. No personal identifying information may be collected.
- (a) Number of individual participants served; and
 - (b) Number of used needles and syringes received, and the number of clean, unused needles and syringes distributed to exchange program participants; and
 - (c) Demographic profiles of the participants served; and
 - (d) Number of participants entering drug counseling or treatment; and
 - (e) Number of participants receiving testing for HIV; and
 - (f) Number of participants receiving testing for viral hepatitis, or other blood-borne diseases; and
 - (g) Number of participants receiving referrals for HIV testing; and
 - (h) Number of participants receiving referrals for viral hepatitis testing; and
 - (i) Number of participants receiving referrals for other blood-borne diseases testing; and
 - (j) Any other data that may be required under Florida Department of Health rule.

EXHIBIT B

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



COMMUNITY SERVICES DEPARTMENT
Incident - Notification Form



Operator / 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 Operator liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Operator staff
 - ☐ Incidents that may portray the Operator 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 Operator liability
 - ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an Operator staff
 - ☐ Incidents that may portray the Operator 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)

- W
- ☐
 - ☐
 - ☐

Individual Completing Report: Print Name _____ Position / Title _____

Individual Completing Report: Signature _____ Date _____

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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

NANCY McCONNELL
(Signature of Officer or Representative)

Nancy Mc Connell
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 3rd day of April, 2025, by Daniel Dambrosia.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

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



(Notary Seal)