

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	<u>34,005</u>	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	<u>34,005</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

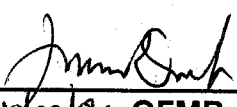
Is Item Included In <sup>2007</sup> Proposed Budget: Yes X No  
Budget Account No.: Fund 0001 Dept. 148 Unit 1330 Obj. 3401  
Program Code EC11 Program Code: FY07

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: 

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

 8-23-06  
8/22/06 OFMB 8/21/06 Contract Administration 8/24/06

### B. Legal Sufficiency:

This Contract complies with our  
contract review requirements.

 8/25/06  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

## **CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Gulfstream Goodwill Industries, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1197040.

Whereas the AGENCY has proposed providing Supportive Services for homeless individuals; and

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

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

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as specifically set forth in the Scope of Work detailed in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibit "C." No changes in the scope of work are to be conducted without the written approval of the Palm Beach County Community Services Department (the "DEPARTMENT").

The AGENCY shall coordinate its services with the DEPARTMENT, and shall submit all invoices, reports and records to the DEPARTMENT, as specifically set forth within Article 9.

### **ARTICLE 2 - SCHEDULE**

The AGENCY shall commence services on October 1, 2006 and complete services on September 30, 2007.

### **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY as reimbursement of the AGENCY's expenses for services rendered, an amount not to exceed Thirty-Four Thousand Five Dollars (\$ 34,005) for services provided. The AGENCY will bill the COUNTY on a monthly basis, no later than the 10<sup>th</sup> of each month, for services performed as provided by Exhibit "A" and expenses

actually incurred and paid, up to the amounts set forth in Exhibit "C".

- A. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A".
- B. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "C".
- C. The AGENCY is obligated to provide the COUNTY with the properly completed Reimbursement Requests for all funds paid relative to this Contract no later than September 30<sup>th</sup>, 2007. Any amounts not submitted by September 30<sup>th</sup>, 2007, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.
- D. Administrative costs related to the use of COUNTY funds under this contract may not exceed fifteen percent (15%) of the total budget. Administrative costs include all expenses which are reported on IRS Form 990 page 2 under column (C) Management and general and column (D) Fundraising. Total agency administrative costs (the sum IRS Form 990 page 2 columns [C] and [D] will be used to calculate the percentage of agency administrative cost for reporting to the Board of County Commissioners.
- E. All travel authorized for reimbursement must meet the conditions set forth in Section 112.061, Florida Statutes.
- F. Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed ten percent (10%) of the total contract amount during the contract period. Requests for budget changes must be submitted in writing by the AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change requests by AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of ten percent (10%) must be approved by the Palm Beach County Board of County Commissioners.
- G. Payment of invoices shall be contingent on timely receipt of all required reports. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.
- H. 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.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 5 - INSURANCE**

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. Professional Liability** The AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence, \$500,000 Annual Aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the AGENCY'S most recent annual report or audited financial statements in determining whether to reject or accept a higher

self-insured retention or deductible based on the AGENCY'S financial condition. For policies written on a "Claims-Made" basis, the AGENCY shall maintain a Retroactive Date prior to or equal to 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 life of this Contract, the AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. The requirement to purchase a SERP does not relieve the AGENCY of the obligation to replace and provide coverage on a continuous basis throughout the life of this Contract. The AGENCY shall be solely responsible for any SIR, deductible, or premium, including any additional premium for a SERP. AGENCY shall provide professional liability coverage on a primary basis.

- E. Additional Insured** The AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Community Services". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the DEPARTMENT, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. Furthermore, the COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide AGENCY written notice of such adjusted limits, coverages or other action, and AGENCY shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium or coverage revisions as a result of any such reasonable adjustment.
- G. Certificate of Insurance** Prior to execution of the Contract by the COUNTY, AGENCY shall deliver Certificate(s) of Insurance to the COUNTY which evidence that all types and amounts of required insurance coverages have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.  
The mailing address for the certificate of insurance is:

**Palm Beach County  
c/o Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401**

#### **ARTICLE 6 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorney's fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 7 - WARRANTIES**

The AGENCY 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 AGENCY further warrants that all services shall be performed by skilled and competent personnel. All direct service staff will meet the Department of Children and Families - Alcohol, Drug Abuse and Mental Health (DCF-ADM) professional qualification requirements for licensure. Any changes or substitutions in the AGENCY'S key personnel must be made known to the COUNTY'S representative, prior to the execution of the contract, and written approval granted by the COUNTY'S representative before said changes or substitutions can become effective.

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

The AGENCY 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 under this contract, as provided for in Chapter 112, Part III, Florida Statutes. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

#### **ARTICLE 8 - NONDISCRIMINATION**

The AGENCY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

#### **ARTICLE 9 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

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

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Reimburse funds to COUNTY that are deemed misused or misspent.
- E. **For all Agencies receiving county funds to provide homeless and shelter related services:** Provider agrees to be a partner agency in the community's Client Management Information System. Provider agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.
- F. Submit Monthly Billing documents for Reimbursement of documented actual costs as detailed in Exhibits "D" and "E".

- G. Allow the COUNTY through its DIVISION to monitor AGENCY to assure adherence to Scope of Work as outlined in Exhibit "A".

Copies of the required COUNTY forms have been supplied to the AGENCY as attachments to this contract.

#### **ARTICLE 10 - ACCESS AND AUDIT REQUIREMENTS**

The AGENCY 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 any 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 AGENCY's place of business.

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 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 AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department  
Attn: Division of Human Services Grant Coordinator  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**

- D. The AGENCY shall have all audits completed by an independent certified public accountant who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.

- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

#### **ARTICLE 11 - DRUG-FREE WORKPLACE**

The AGENCY 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 AGENCY'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 number (1).
- D. In the statement specified in number (1), 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 AGENCY 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 Section 287.087, Florida Statutes.

#### **ARTICLE 12 - PUBLIC ENTITY CRIME**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36

months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

### **ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY 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 AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY 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 14 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The AGENCY is encouraged to seek additional minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

### **ARTICLE 15 - EXCUSABLE DELAYS**

The AGENCY 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 AGENCY 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 AGENCY's request, the COUNTY shall consider the facts and extent of any

failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions 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 16 - TERMINATION**

This contract may be canceled by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY 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 terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

#### **ARTICLE 17 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

Claudia Tuck, Director  
Division of Human Services  
810 Datura Street Suite 350  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Marvin Tanck, Director and CEO  
Gulfstream Goodwill Industries, Inc.  
1715 East Tiffany Drive  
West Palm Beach, Florida 33407

**ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S funding application and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the application and this Contract (including Exhibits "A" and "B"), this Contract shall control.

The COUNTY and the AGENCY both further agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

**ATTEST:**

**SHARON R. BOCK, Clerk  
and comptroller**

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida**

**BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Tony Masilotti, Chairman

**WITNESS:**

Kathryn Spencer  
Signature

**AGENCY:**  
Gulfstream Goodwill Industries, Inc.  
Agency's Name Typed

Kathryn Spencer  
Name Typed

BY Marvin A. Tanck  
Signature

59-1197040  
Agency's Federal ID Number

Marvin A. Tanck  
Agency's Signatory Name Typed

Executive Director and CEO  
Agency's Signatory Title Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

\_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**  
**Department of Community Services**

By: Edward L. Rich  
Edward L. Rich, Director

## **Exhibit A**

### **SCOPE OF WORK**

#### **BACKGROUND INFORMATION:**

This contract complies with the HUD Supportive Housing Program Regulation 24 CFR Part 583. (Exhibit B)

#### **DESCRIPTION OF SUPPORTIVE SERVICES FOR GULFSTREAM GOODWILL INDUSTRIES INC. AS OUTLINED IN EXHIBIT C:**

Project SUCCESS (Start Ultimate Challenge; Choose Empowerment, Self Sufficiency) purpose is to provide transitional housing and support services to individuals whose goal is to gain or regain economic independence. Priority is given to homeless individuals who are chronic substance abusers, dually diagnosed, persons with HIV/AIDS, and Veterans.

Supportive Service as defined below:

Case Management: provide one on one case management to residents of Project SUCCESS through a Case Manager Trainee as outlined in (Exhibit C).

Case Management shall be on a cost reimbursement basis. The total dollar amount for Case Manager Trainee not to exceed \$ 34,005.

#### **STANDARDS OF CARE**

Case Manager must comply with the Case Management Standards of Care for Homeless Services (Exhibit F) and Standards of Care related to transitional housing (Exhibit G).

#### **MONITORING / REPORTING:**

A monthly desk audit by the County will be completed to determine programmatic and fiscal compliance.

Monitoring of Supportive Services activities will be completed by the County annually.

#### **BILLING / PAYMENTS:**

By the 10<sup>th</sup> of each month, the Provider must submit for Case Management, (Exhibit D) along with back up documentation sufficient to establish the expense was incurred. (Exhibit E) must also be attached to any request for payment certifying these expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by September 30, 2007.

**DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT****24 CFR Part 583**

RIN 2506-AB85

[Docket No. FR-4089-F-01]

**Office of the Assistant Secretary for  
Community Planning and  
Development; Supportive Housing  
Program; Streamlining**AGENCY: Office of the Assistant  
Secretary for Community Planning and  
Development, HUD.

ACTION: Final rule.

**SUMMARY:** This final rule amends HUD's regulations for the Supportive Housing Program. In an effort to comply with the President's regulatory reform initiatives, this rule will streamline the Supportive Housing regulations by eliminating provisions that are redundant of statutes or are otherwise unnecessary. This final rule will make the Supportive Housing regulations clearer and more concise.

EFFECTIVE DATE: October 30, 1996.

**FOR FURTHER INFORMATION CONTACT:** Maggie H. Taylor, Director, Office of Special Needs Assistance Programs, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410; telephone (202) 708-4300 (this is not a toll-free number). Hearing- or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at (800) 877-8339.

**SUPPLEMENTARY INFORMATION:** On March 4, 1995, President Clinton issued a memorandum to all Federal departments and agencies regarding regulatory reinvention. In response to this memorandum, the Department conducted a page-by-page review of its regulations to determine which can be eliminated, consolidated, or otherwise improved. The regulations in 24 CFR part 583 implement the Department's Supportive Housing Program, which provides assistance for housing and supportive services for homeless persons, as authorized by title IV, subtitle C of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (the McKinney Act) (42 U.S.C. 11381-11389). In developing the regulations for the Supportive Housing Program, the Department has always attempted to codify only those requirements that are necessary to the proper administration of the program, and to allow the recipients the flexibility to carry out projects that benefit homeless persons (see, e.g., the preamble to the Supportive Housing

final rule, published on July 19, 1994 (59 FR 36886)). However, the Department has determined that it can further improve and streamline the regulations for the Supportive Housing Program by eliminating unnecessary provisions.

For example, many of the provisions in part 583 come directly from the McKinney Act. It is unnecessary to maintain statutory requirements in the Code of Federal Regulations (CFR), since those requirements are otherwise fully accessible and binding. Furthermore, if regulations contain statutory language, HUD must amend the regulations whenever Congress amends the statute. Therefore, this final rule will remove repetitious statutory language and replace it with a citation to the specific statutory section for easy reference.

This final rule will make the following specific amendments to part 583:

(1) Amend the first sentence of § 583.1 regarding the authorizing statute—the Stewart B. McKinney Homeless Assistance Act—in order to facilitate references to the statute throughout the regulations;

(2) Replace many of the definitions in § 583.5 that are redundant of the statute with references to the pertinent statutory sections. For the definition of "Operating costs", this rule will also amend §§ 583.125 and 583.135 to include regulatory guidance that is not redundant of the statute. This rule also updates § 583.5 to refer to the consolidated plan, rather than the Comprehensive Housing Affordability Strategy, according to HUD's Consolidated Plan final rule, published on January 5, 1995 (60 FR 1878);

(3) Remove the provision regarding the rating criteria for applications in § 583.200(b). This information is repetitive of the statute, and can more appropriately be provided in the annual notice of funding availability (NOFA);

(4) Streamline the language in § 583.230 regarding environmental review. The substance of this language is redundant of the environmental review regulations in 24 CFR parts 50 and 58;

(5) Replace language from § 583.300(f) regarding the participation of homeless individuals that is redundant of the statute with a reference to the statutory section;

(6) Replace much of § 583.305, which is redundant of the statute, with statutory references;

(7) Remove the nondiscrimination requirements in § 583.325(b)(2). The Department issued a final rule on February 9, 1996 (61 FR 5198) creating

a new 24 CFR part 5, subpart A of which contains certain definitions, Federal requirements, and a waiver provision that are generally applicable to all HUD programs. The February 9, 1996 final rule removed the duplicative nondiscrimination requirements that were in § 583.325(b)(1); this final rule will remove the duplicative requirements from paragraph (b)(2) of that section;

(8) Remove the outdated reference to the Comprehensive Housing Affordability Strategy (CHAS) in § 583.405(a)(1), and replace it with a reference to the consolidated plan, in accordance with the Consolidated Plan final rule published on January 5, 1995 (60 FR 1878).

This rule will result in the elimination of approximately four pages of unnecessary regulations.

**Justification for Final Rulemaking**

The Department generally publishes a rule for public comment before issuing a rule for effect, in accordance with its regulations on rulemaking in 24 CFR part 10. However, part 10 provides for exceptions to the general rule if the agency finds good cause to omit advance notice and public participation. The good cause requirement is satisfied when prior public procedure is "impracticable, unnecessary, or contrary to the public interest" (24 CFR 10.1). The Department finds that good cause exists to publish this rule for effect without first soliciting public comment. This rule primarily removes unnecessary regulatory provisions and does not establish or affect substantive policy. Therefore, prior public comment is unnecessary.

**Findings and Certifications****Regulatory Flexibility Act**

The Secretary, in accordance with the Regulatory Flexibility Act (5 U.S.C. 605(b)), has reviewed and approved this final rule, and in so doing certifies that this rule will not have a significant economic impact on a substantial number of small entities. This rule primarily streamlines the Supportive Housing regulations by removing unnecessary provisions. The rule will have no adverse or disproportionate economic impact on small businesses.

**Environmental Impact**

This rule does not have an environmental impact. This rule simply amends existing regulations by consolidating and streamlining provisions; it does not alter the environmental effect of the regulations being amended. As the Department

developed the regulations in part 583. Findings of No Significant Impact with respect to the environment were made in accordance with regulations in 24 CFR part 50 that implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332). Those findings remain applicable to this rule, and are available for public inspection between 7:30 a.m. and 5:30 p.m. weekdays in the Office of the Rules Docket Clerk, Office of General Counsel, Room 10276, Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC.

#### *Executive Order 12612, Federalism*

The General Counsel, as the Designated Official under section 6(a) of Executive Order 12612, *Federalism*, has determined that this rule will not have substantial direct effects on States or their political subdivisions, or the relationship between the Federal Government and the States, or on the distribution of power and responsibilities among the various levels of government. No programmatic or policy changes will result from this rule that would affect the relationship between the Federal Government and State and local governments.

#### *Executive Order 12606, The Family*

The General Counsel, as the Designated Official under Executive Order 12606, *The Family*, has determined that this rule will not have the potential for significant impact on family formation, maintenance, or general well-being, and thus is not subject to review under the order. No significant change in the Department's policies or programs will result from promulgation of this rule.

#### List of Subjects in 24 CFR Part 583

Homeless, Rent subsidies, Reporting and recordkeeping requirements, Supportive housing programs—housing and community development, Supportive services.

### **PART 583—SUPPORTIVE HOUSING PROGRAM**

Accordingly, for the reasons set forth in the preamble, 24 CFR part 583 is amended as follows:

1. The authority citation for 24 CFR part 583 continues to read as follows:

Authority: 42 U.S.C. 3535(d) and 11389.

2. In § 583.1, paragraph (a) is amended by revising the first sentence to read as follows:

#### **§ 583.1 Purpose and scope.**

(a) *General.* The Supportive Housing Program is authorized by title IV of the

Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11381–11389). \* \* \*

3. Section 583.5 is revised to read as follows:

#### **§ 583.5 Definitions.**

As used in this part:

*Applicant* is defined in section 422(1) of the McKinney Act (42 U.S.C. 11382(1)). For purposes of this definition, governmental entities include those that have general governmental powers (such as a city or county), as well as those that have limited or special powers (such as public housing agencies).

*Consolidated plan* means the plan that a jurisdiction prepares and submits to HUD in accordance with 24 CFR part 91.

*Date of initial occupancy* means the date that the supportive housing is initially occupied by a homeless person for whom HUD provides assistance under this part. If the assistance is for an existing homeless facility, the "date of initial occupancy" is the date that services are first provided to the residents of supportive housing with funding under this part.

*Date of initial service provision* means the date that supportive services are initially provided with funds under this part to homeless persons who do not reside in supportive housing. This definition applies only to projects funded under this part that do not provide supportive housing.

*Disability* is defined in section 422(2) of the McKinney Act (42 U.S.C. 11382(2)).

*Homeless person* means an individual or family that is described in section 103 of the McKinney Act (42 U.S.C. 11302).

*Metropolitan city* is defined in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)). In general, metropolitan cities are those cities that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

*New construction* means the building of a structure where none existed or an addition to an existing structure that increases the floor area by more than 100 percent.

*Operating costs* is defined in section 422(5) of the McKinney Act (42 U.S.C. 11382(5)).

*Outpatient health services* is defined in section 422(6) of the McKinney Act (42 U.S.C. 11382(6)).

*Permanent housing for homeless persons with disabilities* is defined in section 424(c) of the McKinney Act (42 U.S.C. 11384(c)).

*Private nonprofit organization* is defined in section 422(7) (A), (B), and (D) of the McKinney Act (42 U.S.C. 11382(7) (A), (B), and (D)). The organization must also have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or designate an entity that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles.

*Project* is defined in sections 422(8) and 424(d) of the McKinney Act (42 U.S.C. 11382(8), 11384(d)).

*Recipient* is defined in section 422(9) of the McKinney Act (42 U.S.C. 11382(9)).

*Rehabilitation* means the improvement or repair of an existing structure or an addition to an existing structure that does not increase the floor area by more than 100 percent. Rehabilitation does not include minor or routine repairs.

*State* is defined in section 422(11) of the McKinney Act (42 U.S.C. 11382(11)).

*Supportive housing* is defined in section 424(a) of the McKinney Act (42 U.S.C. 11384(a)).

*Supportive services* is defined in section 425 of the McKinney Act (42 U.S.C. 11385).

*Transitional housing* is defined in section 424(b) of the McKinney Act (42 U.S.C. 11384(b)). See also § 583.300(j).

*Tribes* is defined in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

*Urban county* is defined in section 102(a)(6) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(6)). In general, urban counties are those counties that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

4. Section 583.125 is amended by revising paragraph (b) to read as follows:

#### **§ 583.125 Grants for operating costs.**

(b) *Operating costs.* Operating costs are those associated with the day-to-day operation of the supportive housing. They also include the actual expenses that a recipient incurs for conducting on-going assessments of the supportive services needed by residents and the availability of such services; relocation assistance under § 583.310, including payments and services; and insurance.

5. Section 583.135 is amended by revising paragraph (b) to read as follows:

#### **§ 583.135 Administrative costs.**

(b) *Administrative costs.* Administrative costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs. They do not include the costs of carrying out eligible activities under §§ 583.105 through 583.125.

6. Section 583.200 is revised to read as follows:

**§ 583.200 Application and grant award.**

When funds are made available for assistance, HUD will publish a notice of funding availability (NOFA) in the Federal Register, in accordance with the requirements of 24 CFR part 4. HUD will review and screen applications in accordance with the requirements in section 426 of the McKinney Act (42 U.S.C. 11386) and the guidelines, rating criteria, and procedures published in the NOFA.

7. Section 583.230 is revised to read as follows:

**§ 583.230 Environmental review.**

(a) *Generally.* Project selection is subject to completion of an environmental review of the proposed site, and the project may be modified or the site rejected as a result of that review. The environmental effects must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4320) (NEPA) and the related environmental laws and authorities listed in HUD's implementing regulations at 24 CFR parts 50 or 58, depending on who is responsible for environmental review.

(b) *Environmental review by HUD.* HUD will perform an environmental review, in accordance with part 50 of this title, before approval of conditionally selected applications received directly from private nonprofit organizations and governmental entities with special or limited purpose powers. Any application subject to environmental review by HUD that requires an Environmental Impact Statement (EIS) in accordance with the procedures in 24 CFR part 50, subpart

E, will not be eligible for assistance under this part.

(c) *Environmental review by applicants.* Applicants that are States, metropolitan cities, urban counties, tribes, or other governmental entities with general purpose powers must assume responsibility for environmental review, decisionmaking, and action for each application for assistance in accordance with part 58 of this title. These applicants must include in their applications an assurance that they will assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under NEPA and related authorities listed in 24 CFR part 58. The grant award is subject to completion of the environmental responsibilities set out in 24 CFR part 58 within a reasonable time period after notification of the award. Applicants may, however, enclose an environmental certification and Request for Release of Funds with their applications.

8. Section 583.300 is amended by revising paragraph (f) to read as follows:

**§ 583.300 General operation.**

\* \* \* \* \*

(f) *Participation of homeless persons.*

(1) Each recipient must provide for the participation of homeless persons as required in section 426(g) of the McKinney Act (42 U.S.C. 11386(g)). This requirement is waived if an applicant is unable to meet it and presents a plan for HUD approval to otherwise consult with homeless or formerly homeless persons in considering and making policies and decisions. See also § 583.330(e).

(2) Each recipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and in providing supportive services for the project.

\* \* \* \* \*

9. Section 583.305 is revised to read as follows:

**§ 583.305 Term of commitment; repayment of grants; prevention of undue benefits.**

(a) *Term of commitment and conversion.* Recipients must agree to operate the housing or provide supportive services in accordance with this part and with sections 423 (b)(1) and (b)(3) of the McKinney Act (42 U.S.C. 11383(b)(1), 11383(b)(3)).

(b) *Repayment of grant and prevention of undue benefits.* In accordance with section 423(c) of the McKinney Act (42 U.S.C. 11383(c)), HUD will require recipients to repay the grant unless HUD has authorized conversion of the project under section 423(b)(3) of the McKinney Act (42 U.S.C. 11383(b)(3)).

10. Section 583.325 is amended by revising paragraph (b) to read as follows:

**§ 583.325 Nondiscrimination and equal opportunity requirements.**

\* \* \* \* \*

(b) *Nondiscrimination and equal opportunity requirements.* The nondiscrimination and equal opportunity requirements set forth at part 5 of this title apply to this program. The Indian Civil Rights Act (25 U.S.C. 1301 et seq.) applies to tribes when they exercise their powers of self-government, and to Indian housing authorities (IHAs) when established by the exercise of such powers. When an IHA is established under State law, the applicability of the Indian Civil Rights Act will be determined on a case-by-case basis. Projects subject to the Indian Civil Rights Act must be developed and operated in compliance with its provisions and all implementing HUD requirements, instead of title VI and the Fair Housing Act and their implementing regulations.

\* \* \* \* \*

**§ 583.405 [Amended]**

11. In § 583.405, paragraph (a)(1) is amended by removing the term "CHAS", and by adding in its place the term "consolidated plan".

Dated: September 23, 1996.

Andrew M. Cuomo,  
Assistant Secretary for Community Planning  
and Development.

[FR Doc. 96-24873 Filed 9-27-96; 8:45 am]  
BILLING CODE 4210-29-P

## PROJECT SUCCESS

## TRANSITIONAL HOUSING PROGRAM

## CASE MANAGER II

STATEMENT OF WORK: The Case Manager II will provide intake, goal planning, individualized support services, counseling, crisis intervention, transportation, referral to community services, advocacy and follow-up services for participants in Project Success. Each person in the program will have an individualized written program plan formulated with the case manager and support team. The case manager will coordinate services needed to complete the goals in the plan. They will update Case File information and data collection. They will participate in staff conferences and in-service training activities.

## BUDGET:

Personnel	\$34,005
Case Manager II 1 FTE	
Program Director .1 FTE	
Fringe	
Total	\$34,005

MONTHLY EXPENDITURE REPORT  
CASE MANAGEMENT SERVICES

Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

EXPENDITURE CATEGORIES      MONTHLY TOTAL      YEAR TO DATE TOTAL

NAME OF EMPLOYEE \_\_\_\_\_

PERSONNEL SERVICES

Salaries	\$ _____	\$ _____
a. Withholding	_____	_____
b. FICA	_____	_____
c. Medicare	_____	_____

EXPENSES

1. Enhancement of Accounting	_____	_____
2. Other	_____	_____
a. Truck Rental	_____	_____
b. Office Supplies	_____	_____
c. Training	_____	_____
3. Gleaning Supplies	_____	_____
4. Liability Insurance	_____	_____
5. Telephone	_____	_____
Total Expenses	\$ _____	\$ _____
Grand Total	\$ _____	\$ _____

I hereby certify the above information to be true and correct as reflected in our books and records.

_____	_____	_____
Signature	Title	Date

Date\_\_\_\_\_

AMOUNT OF REIMBURSEMENT REQUEST: \$\_\_\_\_\_

FOR MONTH OF: \_\_\_\_\_

I hereby certify that by personal examination of the records of this Provider that these expenses, as supported by the attached statements, were made on behalf of this provider for the purposes specified in its approved request for County funding. Refer to Palm Beach County Board of County Commissioner Document # \_\_\_\_\_.

\_\_\_\_\_(Signature)  
Director

This 'Cover Sheet' should be prepared on your organization's official letterhead stationery. Your letterhead should include your organization's telephone number and must be signed by your Director.

Standards of Care for Case Management Services

NO.	STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
1.	Agency complies with standards of applicable national or professional associations.	Competent supervisors and case managers	<p>1.1 All direct supervisors are degreed with a minimum 4-year degree in disciplines such as social sciences, counseling and a 2-year minimum supervisory with related experience or competencies (i.e., language), or a master's degree and 1-year supervisory experience in related field (i.e., social services, counseling)</p> <p>1.2 Case managers hired from January 1, 2004 and after must have a 4-year degree in areas such as social sciences or counseling or other related degrees.</p> <p>1.3 All current case managers must have a 4-year degree prior to July 1, 2005. Currently employed non-degreed case managers must be enrolled in a 4-year degree program with a commitment to finish the program and have at least 1½ year's experience. (Exceptions may be made where language compatibility cannot be met.)</p>	<p>1.1 # of direct supervisors with 4-year degree and 2-year supervisory experience. Total # of direct supervisors</p> <p>1.2 # of case managers with 4-year degree hired after January 1, 2004. Total # of case managers</p> <p>1.3a # of current case managers with a 4-year degree prior to July 1, 2005. Total # of current case managers.</p> <p>1.3b # of current case managers enrolled in a 4-year degree program with a commitment to finish the program and having at least 1½ year's experience. Total # of current case managers.</p>	<ul style="list-style-type: none"><li>Personnel Files:</li><li>Bachelor's Degree</li><li>College Transcript</li><li>Employment History</li><li>Commitment Declaration</li></ul>
2.	Case manager conducts bio-psychosocial assessment of client to identify strengths, resources and needs within 30 days.	Thorough assessment	<p>2.1 75% of clients have initial bio-psychosocial assessment documented with list of strengths, resources and needs within 30 days or less dependent on the type of program (with exceptions.)</p> <ul style="list-style-type: none"><li>Presenting problem</li><li>Relevant History</li><li>Current Functioning</li><li>Assessment of medical/ psychological/economic/ social needs</li><li>Mental status/substance abuse</li><li>Eligibility</li><li>Goals</li><li>Recommendations</li><li>Client Strengths/Competencies</li><li>Support System</li></ul>	<p>2.1a # clients with initial bio-psychosocial assessment within 30 days or less. Total # of new clients</p> <p>2.1b # of clients with initial eligibility review documented. Total # of new clients</p>	<ul style="list-style-type: none"><li>Assessment Form</li></ul>
3.	Case manager identifies and assesses culturally specific needs in order that clients may be directed to linguistically and culturally competent services providers.	Cultural Competency	<p>3.1 75% of intakes document client ethnicity</p> <p>3.2 75% of intakes document client language</p> <p>3.3 75% of intakes document highest level of education completed</p> <p>3.4 75% of referrals made for non-English speaking clients and/or clients who have low English literacy reading skills, where appropriate.</p>	<p>3.1 # of intakes document client ethnicity Total # of new clients</p> <p>3.2 # of intakes document client language Total # of new clients</p> <p>3.3 # of intakes document highest level of education completed Total # of new clients</p>	<ul style="list-style-type: none"><li>Assessment Form</li></ul>

Standards of Care for Case Management Services

				3.4a # of completed referral forms for non-English speaking clients Total # of clients w/ special cultural/language needs. 3.4b # of completed referral forms for clients with low English literacy reading skills Total # of clients w/ low English literacy reading skills.	
NO.	STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
4	Case manager and client develop an individualized service plan.	Goals, Objectives and Outcomes	4.1 75% of service plans will be initiated at bio-psychosocial assessment and completed within 15 days or less from completing assessment dependent on type of program, with exceptions documented. 4.2 75% of service plans are updated every 30 days with exceptions documented. 4.3 75% of service plans are signed by the client and case manager at initial plan of care and at all updates. 4.4 Service plan should include at a minimum, objectives, client-specific goals, and time frames to be able to assess goals set vs. goals met.	4.1 # of service plans initiated at bio-psychosocial assessment and completed within 15 days or less from completing assessment. Total # of clients. 4.2 # of service plans updated every 30 days. Total # of clients. 4.3 # service plans signed by client and case manager at initial and updated plans of care. Total # of clients. 4.4 # of service plans including objectives, goals, time frames and assessment of goals. Total # of clients.	• Service Plans
5.	Case managers coordinate and oversee appropriate delivery of non-duplicative services.	Client Self-Sufficiency	5.1 75% of client case files will document and identify to client available community, individual and/or family resources/services. 5.2 75% of referrals will document linked services for client. 5.3 75% of client records are monitored to verify referred services. 5.4 100% of professional standards of confidentiality are followed. 5.5 75% of client records document advocacy assistance. 5.6 75% of client records evaluate client's progress towards self-sufficiency.	5.1 # of client case files documenting and identifying available community, individual and/or family resources/services. Total # of clients. 5.2 # of referrals documenting linked services for client. Total # of referrals. 5.3 # of client records reviewed to verify referred services. Total # of clients. 5.4 # of client records containing confidentiality statements. Total # of clients. 5.5 # of client records documenting advocacy assistance. Total # of clients. 5.6 # of client records documenting client's progress towards self-sufficiency. Total # of clients.	• Client Chart/Record

**Standards of Care for Case Management Services**

NO.	STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
6.	Case managers routinely monitor client progress toward meeting goals as stated in Service Plan.	Client Progress	6.1 60% of scheduled appointments will be attended by client. 6.2 75% of client records document progress toward meeting goals as stated in service plan.	6.1 # of scheduled appointments attended. Total # of clients 6.2 # of client records documented with progress on meeting goals. Total # of clients	<ul style="list-style-type: none"><li>• Service Plan or Agency Specific Plan</li></ul>
7.	Case managers provide overview of agency confidentiality policy	Client confidentiality and privacy	7.1 100% of clients will be informed and receive a written confidentiality policy at initial entry. 7.2 100% of clients will sign a release/consent prior to sharing of client information to service providers if appropriate. 7.3 100% of client files shall be kept in a secured location.	7.1 # of clients informed of and received copy of written confidentiality policy. Total # of clients 7.2 # of signed release/consent forms. Total # of clients 7.3 # of files kept in a secured location. Total # of clients	<ul style="list-style-type: none"><li>• Confidentiality Policy</li><li>• Release/Consent Forms</li></ul>

## **STANDARDS OF CARE FOR PALM BEACH COUNTY:**

- 1) The purpose of the Standards of Care is to ensure an effective Continuum of Care for Palm Beach County.
- 2) These are minimum Standards of Care for Palm Beach County. We encourage higher standards from all facilities.
- 3) To promote upgrading of the relatively few facilities which do not achieve these standards
- 4) To clarify the rights and responsibilities of residents and service providers
- 5) To enhance the dignity, safety, health and comfort of residents, and to strengthen their ability to move toward stability and self-sufficiency
- 6) To clarify the expectations for public funding of facilities so that the public, grant makers, policy makers and program monitors can have reliable criteria for evaluation.
- 7) Facility residents have the right to receive stated services without regard to race, religion, age, national origin, ancestry, color, sexual orientation, sex, disability or familial status.

### **EMERGENCY SHELTER**

Any facility in which the primary purpose is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless for up to 90 days. An individual without income is not charged and an individual with income can be charged up to 30% of their adjusted gross income

### **TRANSITIONAL HOUSING**

A transitional housing program should focus on preparing the client for self-sufficiency in permanent housing. Common service plans must include goals that address overcoming barriers to self-sufficiency and maintenance of permanent housing. Each client is expected to assume an increasing degree of independence and personal responsibility during their stay in permanent housing. Maximum length of stay 24 months.

Clients being referred to transitional housing must have attained a minimal level of progress towards self-sufficiency in the emergency stage:

### **PERMANENT SUPPORTIVE HOUSING**

A Permanent Supportive Housing program is defined as long term housing for the homeless and is expected to last more than 24 months. Community based housing and supportive services are offered to disabled homeless participants to enable them to live as independently as possible in a permanent setting. Permanent housing can be provided in one structure or several structures at one site or in multiple structures as scattered sites.

**A) ADMINISTRATION**

- 1) Each facility will meet all regulations and laws applicable (state, local and government) to the specific type of facility
- 2) Our facility identified its status as a not-for-profit or for-profit corporation or public agency.
- 3) Each facility clearly states their fees in writing.
- 4) Each facility has a policy statement which includes the facility purpose; populations served and program description(s).
- 5) Each facility has a locking space designated for securing client files in order to ensure confidentiality. Electronic data is secure and password protected.
- 6) All clients are informed of grievance procedures posted in writing.
- 7) Each facility has an organizational chart delineating the administrative responsibilities of all persons working in the facility.
- 8) The Executive Director is not the Chairman of the Board of Directors
- 9) The Board of Directors is not primarily made up of family members and/or staff persons.
- 10) Each facility adheres to General Accounting Principles
- 11) There is an annual audit by a reputable firm
- 12) Each facility will have policies and procedures related to admission and discharge criteria.
- 13) Each facility will participate in at least 50% of the monthly Service Provider meetings and at least 80% of the monthly Continuum of Care meetings.
- 14) Each facility will be a licensed user of the CMIS System and enter data in real time.

**B) PERSONNEL**

- 1) Each facility has retained on-site staff persons
- 2) Each facility staff member is identifiable.
- 3) Facility staff has been trained in emergency evacuation, first aid procedures and CPR procedures, airborne blood pathogens and receives on-going in-service training in

counseling skills, handling tensions in a non-violent manner and confidentially procedures.

- 4) Each facility has a disaster plan in place and the staff will review the plan annually.
- 5) Each facility has an organized method of selecting and training all volunteers and paid staff. Volunteers have job descriptions and identifiable lines of authority.
- 6) Each facility has to make a good faith effort to provide services in the languages of the clients.
- 7) Facility staff and volunteers receive ongoing training on relevant community resources and social service programs.

#### **C) OPERATIONS**

- 1) Our facility prohibits possession and the use of illegal drugs on site and the position of weapons on site.
- 2) Our facility shall provide a clean, safe and healthy environment which respects individual needs and human dignity.
- 3) Our facility has written policies for intake procedures and criteria for admitting people to our facility.
- 4) Our facility provides all residents with, and posts in a conspicuous place, a copy of facility rules and regulations and a copy of disciplinary and grievance procedures.
- 5) The facility has a procedure for documenting information and incidences.
- 6) Our facility maintains a daily census.
- 7) Our facility provides appropriate information and referral services.
- 8) During the clients stay at our facility, we shall provide an address as their residence for purposes such as receipt of mail, school registration and voter registration.
- 9) Our facility is clean and complies with all applicable building, safety and health codes.

## **I. EMERGENCY SHELTER STANDARDS:**

**The mission and purpose** of emergency shelter is to provide emergency housing and care to individuals and families in dire need, including but not limited to, assessment, case management, linkage and referral to supportive services and housing opportunities within the Continuum of Care and the community at large.

Shelter residents have the right to receive states services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status.

**Emergency Shelters shall provide the following core functions to their clients:**

- 1) **Emergency Housing** – including clothing, meals, and initial health screening for communicable diseases.
- 2) **Comprehensive Assessment** of current social, health (including mental health and substances use/abuse) and employment / education conditions.
- 3) **Development of Individualized Continuum of Care Plans** which describes the needs of the client for supportive services, 3establishing a service or referral plan and outlining the clients personal goals towards attaining residential, financial and personal stability and self-sufficiency.
- 4) **Linkage and Referral** to external and internal supportive services including but not limited to, benefit programs, in-patient or out-patient mental health or substance abuse treatment or support groups, education or vocational opportunities, job counseling, training and placement, child care and legal services and transportation.

In addition to the core functions, Emergency Shelter Facilities shall provide the following:

### **HEALTH:**

- 1) Each facility has available, at all times, first aid equipment and supplies for medical emergencies.
- 2) Each facility has provisions for safe and secure storing, refrigerating, and retrieving residents' medications.
- 3) Each facility refers residents to a medical facility or clinic for needed health examinations, emergency treatment and follow-up visits.
- 4) Each facility promptly and appropriately responds to medical problems with residents and staff.
- 5) Our facility provides information about common physical problems of homeless people and how to obtain needed services.

- 6) Our shelter has at least one staff person on duty that is trained in emergency first aid procedures.

**FOOD:**

- 1) Each facility will have adequate provisions for the sanitary storage and preparation of any food provided.
- 2) Each facility provides residents with one well-balanced meal daily, either on site, or readily accessible off site, or by providing do it yourself food preparation facilities.

**EQUIPMENT AND ENVIRONMENT:**

- 1) Each facility has an adequate ventilation system.
- 2) Each facility has a housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment, and works actively to eliminate insect and rodent infestations.
- 3) Each facility has a sufficient supply of functionally clean and reasonably private toilets and wash basins, with hot and cold running water when the shelter is open.
- 4) Each facility provides soap, towel and toilet tissue.
- 5) Each facility has bathing facilities for the residents.
- 6) Each facility provides each person with at least a bed or cot (or crib for infants whenever possible), and a blanket, all of which are clean and in good repair.
- 7) Each facility provides clients with reasonable access to public transportation.
- 8) Each facility has laundry facilities available to residents or access to laundry facilities near by.
- 9) Each facility provides a dining area separate from the sleeping area.

**SAFETY:**

- 1) Each facility provides orientation to clients regarding an emergency plan covering hurricanes, fire, floods and other disasters as well as safety features.
- 2) Each facility has a fire safety system including posting of an evacuation plan and all items as required by building, safety and health codes.

- 3) Each facility has a phone available 24 hours per day to contact the fire department, paramedics, police, and site superior personnel and posts a list of such emergency numbers.
- 4) Each facility has a security plan to prevent theft and resident harm.

## **II. TRANSITIONAL HOUSING STANDARDS OF CARE:**

The **mission and purpose** of transitional housing is to provide housing and supportive services to special need homeless populations comprised of persons with a history of mental illness or rehabilitating mental health condition, substance abuse, victims of domestic violence, HIV infections or AIDS, as well as homeless individuals and families in order to assist such persons in the transition from homelessness to independent living or to permanent supported housing.

Facility residents have the right to receive stated services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status.

**The Core Functions of Transitional Housing are as follows:**

- 1) **Housing** to include clothing, meals and initial health screening for communicable diseases.
- 2) **Comprehensive /Revised Assessment** of current social, health (including mental health and substance use/abuse) and employment/education conditions.
- 3) **Development / Revision of Individualized Continuum of Care Plan** describing the clients needs for supportive services, establishing a service referral plan and outlining the client's personal goals towards attaining residential, financial and personal stability and self-sufficiency.
- 4) **Case Management Services** must be available for all clients. Standards of Care Case Management Standards must be followed and met.
- 5) **Mental Health and/or Substance Abuse Treatment or Rehabilitative Support** through onsite treatment for mental illness or debilitating mental health conditions, including substance abuse, or referral to out-patient treatment for same, and /or on and off site support groups and/or activities.
- 6) **Linkage and Referral** to internal and external supportive services including, but not limited to, benefit programs, primary health care, educational/vocational opportunities, job counseling, training and placement, child care and legal services, and transportation.
- 7) **Outplacement** to appropriate housing opportunities in the Continuum of Care or in the local affordable housing market.
- 8) **Follow up case management services** for at least ninety days following outplacement.

In addition to the care functions, Transitional Housing Facilities shall provide the following:

**HEALTH:**

- 1) Each facility has available, at all times, first aid equipment and supplies for medical emergencies.
- 2) Each facility refers residents to a medical facility or clinic for needed health examinations, emergency treatment and follow-up visits.
- 3) Each facility promptly and appropriately responds to medical problems with residents and staff.
- 4) Our facility provides information about common physical problems of homeless people and how to obtain needed services.
- 5) Our shelter has at least one staff person on duty that is trained in emergency first aid procedures.

**FOOD:**

- 1) Each facility will have adequate provisions for the sanitary storage and preparation of any food provided.
- 2) Each facility provides residents with one well-balanced meal daily, either on site, or readily accessible off site, or by providing do it yourself food preparation facilities.

**EQUIPMENT AND ENVIRONMENT:**

- 1) Each facility has an adequate ventilation system.
- 2) Each facility has a housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment, and works actively to eliminate insect and rodent infestations.
- 3) Each facility has a sufficient supply of functionally clean and reasonably private toilets and wash basins, with hot and cold running water when the facility is open.
- 4) Each facility provides towels and linens.
- 5) Each facility has bathing facilities for the residents.
- 6) Each facility provides each person with at least a bed and a crib for infants whenever possible, and a blanket, all of which are clean and in good repair.
- 7) Each facility provides clients with reasonable access to public transportation

- 8) Each facility has laundry facilities available to residents or access to laundry facilities near by.
- 9) Each facility provides a dining area separate from the sleeping area.

**SAFETY:**

- 1) Each facility provides orientation to clients regarding an emergency plan covering hurricanes, fire, floods and other disasters as well as safety features.
- 2) Each facility has a fire safety system including posting of an evacuation plan and all items as required by building, safety and health codes.
- 3) Each facility has a phone available 24 hours per day to contact the fire department, paramedics, police, and site superior personnel and posts a list of such emergency numbers.
- 4) Each facility has a security plan to prevent theft and resident harm.
- 5) Each facility shall establish and enforce house rules governing use of alcohol, illegal use of controlled substances, fighting, and violent or inappropriate behavior.

**III. PERMANENT SUPPORTIVE HOUSING STANDARDS**

**The mission and purpose** of permanent supportive housing is to provide supported housing for those homeless individuals and families with special needs and to assist those homeless individuals and families capable of maintaining independent living with the initial support to secure housing in the affordable housing market.

Access to permanent housing may be accessed at any stage of the Continuum of Care, provided that the individual or family meets the eligibility criteria of the particular provider. Residents of Permanent Supportive Housing have the right to receive stated services without regard to race, religion, sex, age, national origin, ancestry, color, sexual orientation, disability or familial status

**The Core Functions of Permanent Supportive Housing are as follows:**

- 1) **Housing** must be offered to homeless individuals and families that is appropriate to the exhibited needs of the individual or family and must include supportive services necessary to maintain residential and personal stability.
- 2) **Case Management Standards** must be adhered to and must include a comprehensive assessment of the family and the currently social, economic and health (including mental health and substance abuse) and employment/educational evaluation.
- 3) **Development of Individualized Continuum of Care Plans** which describe the clients need for supportive services and establishes a service/referral plan.

- 4) **Linkage and Referral** to external supportive service including but not limited to benefit programs, care and/or other support services related to physical and mental health, including substance abuse, education/vocational opportunities, job counseling, training and placements, child care and transportation necessary to maintain permanent housing.

#### **HEALTH:**

- 1) Each facility has available, at all times, first aid equipment and supplies for medical emergencies.
- 2) Each facility refers residents to a medical facility or clinic for needed health examinations, emergency treatment and follow-up visits.
- 3) Each facility promptly and appropriately responds to medical problems with residents and staff.
- 4) Our facility provides information about common physical problems of homeless people and how to obtain needed services.
- 5) Our shelter has at least one staff person on duty that is trained in emergency first aid procedures.

#### **FOOD:**

- 1) Each facility will have adequate provisions for the sanitary storage and preparation of any food provided.
- 2) Each facility provides residents with one well-balanced meal daily, either on site, or readily accessible off site, or by providing do it yourself food preparation facilities.

#### **EQUIPMENT AND ENVIRONMENT:**

- 1) Each facility has an adequate ventilation system.
- 2) Each facility has a housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment, and works actively to eliminate insect and rodent infestations.
- 3) Each facility has a sufficient supply of functionally clean and reasonably private toilets and wash basins, with hot and cold running water when the facility is open.
- 4) Each facility provides towels and linens.
- 5) Each facility has bathing facilities for the residents.

- 6) Each facility provides each person with at least a bed and a crib for infants whenever possible, and a blanket, all of which are clean and in good repair.
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- 5) Each facility shall establish and enforce house rules governing use of alcohol, illegal use of controlled substances, fighting, and violent or inappropriate behavior.

Client#: 79557

GULFSG00

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
08/10/06

<b>PRODUCER</b> Kornreich/NIA 1400 Centrepark Boulevard Suite 600 West Palm Beach, FL 33401	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, FL 33407	INSURER A: Philadelphia Indemnity Insurance Co	18058
	INSURER B: Employers Ins Co Wausau	26425
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PHPK151373	12/28/05	12/28/06	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$15,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$3,000,000
					PRODUCTS - COMP/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	PHPK151373	12/28/05	12/28/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> COMP DED \$500				
	<input checked="" type="checkbox"/> COLL DED \$1000				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	PHUB056471	12/28/05	12/28/06	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WACZ9D511445016	06/12/06	06/12/07	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$500,000
	OTHER				E.L. DISEASE - EA EMPLOYEE \$500,000
					E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate holder is included as additional insured as respects to Project Success.

**CERTIFICATE HOLDER**

Palm Beach County Board of  
County Commissioners  
Division of Human Services  
810 Datura Street  
West Palm Beach, FL 33401

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/19/06												
<b>PRODUCER</b> Kornreich/NIA 1400 Centrepark Boulevard Suite 600 West Palm Beach, FL 33401		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>												
<b>INSURED</b> Gulfstream Goodwill Industries, Inc. 1715 Tiffany Drive East West Palm Beach, FL 33407		<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Philadelphia Indemnity Insurance Co</td><td>18058</td></tr><tr><td>INSURER B: Wausau Ins. Companies</td><td>26425</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co	18058	INSURER B: Wausau Ins. Companies	26425	INSURER C:		INSURER D:		INSURER E:	
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## COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK151373	12/28/05	12/28/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$15,000 \$1,000,000 \$3,000,000 \$3,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP DED \$500 <input checked="" type="checkbox"/> COLL DED \$1000	PHPK151373	12/28/05	12/28/06	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$1,000,000  \$  \$  \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT  OTHER THAN EA ACC AUTO ONLY: AGG	\$  \$ \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	PHUB056471	12/28/05	12/28/06	EACH OCCURRENCE AGGREGATE    WC STATU-TORY LIMITS OTH-ER	\$1,000,000 \$1,000,000 \$ \$ \$ \$500,000 \$500,000 \$500,000
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WACZ9D511445015	06/12/05	06/12/06	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000
A		<b>OTHER PROFESSIONAL LIABILITY</b>	PHPK151373	12/28/05	12/28/06	\$1,000,000 EA Occurrence \$3,000,000 Aggregate	

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

(Project Success) Certificate holder is an Additional Insured only on the General Liability policy with respects to: PROJECT SUCCESS.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners Attn: Georgiana Devine 810 Datura St., #250 West Palm Beach, FL 33401	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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