

Attachments:

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>84,660</u>	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	<u>84,660</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

2007

Is Item Included In Proposed Budget: Yes X No
 Budget Account No.: Fund 0001 Dept. 148 Unit 1331 Obj. 3401
 Program Code HS11 Program Code: FY07

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

Departmental Fiscal Review: REU

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim Dal 8-23-06
 OFMB 8/23/06 Contract Administration 8/24/06
8/24/06

B. Legal Sufficiency:

8/25/06
Assistant County Attorney

These contracts comply with our review requirements.

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 Comprehensive Alcoholism Rehabilitation Programs, 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 59-1447364.

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 "D." 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 Forty-Two Thousand Three Hundred Thirty Dollars (\$42,330) for services provided. The AGENCY will bill the COUNTY on a monthly

basis, no later than the 10th 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 "D".

- 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 "D".
- 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 30th, 2007. Any amounts not submitted by September 30th, 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 "F" and "G".
- 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:

Robert Bozzone, Director/CEO
Comprehensive Alcoholism Rehabilitation Programs, Inc.
P.O Box 2507
West Palm Beach, Florida 33402

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**

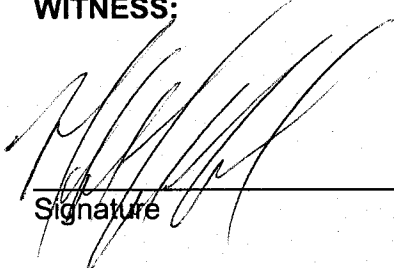
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chairman

WITNESS:



Signature

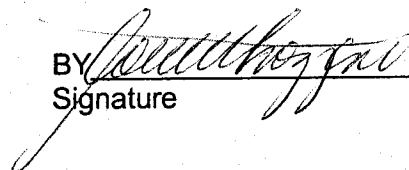
Michele Leigh Jacoby
Name Typed

59-1447364
Agency's Federal ID Number

AGENCY:

Comprehensive Alcoholism Rehabilitation Programs, Inc.

Agency's Name Typed

BY: 
Signature

Robert Bozzone

Agency's Signatory Name Typed

Executive Director/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

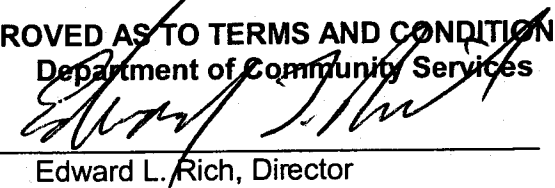
By: 
Edward L. Rich, Director

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 COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS, INC. AS OUTLINED IN EXHIBIT D:

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. In response to the Palm Beach County Homeless Bed Survey and Gap Report, priority will be given to homeless individuals who are chronic substance abusers, are dually diagnosed, persons with HIV/AIDS, and Veterans.

Referrals are received through the Homeless Helpline. All calls are screened by an Intake Worker who determines whether the caller is homeless according to HUD's guidelines. Once the Intake is complete, the Helpline schedules an appointment for the Homeless Outreach Team. The Homeless Outreach Team consists of a Division of Human Services Social Worker, Oakwood Center of the Palm Beaches Case Manager, and CARP Case Manager.

Attached is the Case Management Proposal submitted by CARP **(Exhibit C)**. This outlines the Case Management responsibilities.

These positions will be hired, supervised, trained by CARP. The CARP employee must have knowledge of working with substance abuse along with the ability to readily interface with services at CARP and be able to access CARP services rapidly and efficiently. The Assessments completed by the Case Managers must be completed and submitted to Human Services within one working day. Case Management services must be limited to clients screened and approved by the Homeless Outreach Team. The CARP Case Managers will facilitate within 30 days of initial assessment by the Homeless Outreach Team three individuals a month into inpatient treatment through CARP's treatment program funded by Financially Assisted Agency funds. Case Management of those individuals that enter treatment will jointly be continued by the CARP Case Managers and Division of Human Services Social Worker.

The CARP Case Managers must be available to complete assessments with the Homeless Outreach Team Monday through Friday, 8:30 AM - 5 PM. On occasion, these hours may vary in order to complete any special assignment including Parks Outreach, Special Requests by BCC, or any Division client transitioning from one program to another. Two half days a month are available for in-service training or meetings with CARP. This time must be prearranged with the Homeless Outreach Team Supervisor in order to coordinate the time with the Homeless Helpline. The

Homeless Outreach Team Supervisor must also be notified of any scheduled vacation time or sick time.

STANDARDS OF CARE

Case Manager must comply with the Case Management Standards of Care for Homeless Services (**Exhibit H**).

MONITORING / REPORTING:

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

Direct observation of this team member will be completed by the County annually to ensure service provision as defined in the contract.

By the 10th of each month the Provider must submit (**Exhibit E-Assessment Log**) which outlines the number of assessments completed, recommendations for detox and/or treatment and the arrangement of immediate detox and inpatient treatment within 30 days of initial assessment.

BILLING / PAYMENTS:

By the 10th of each month, the provider must submit Case Management, (**Exhibit F**) along with back up documentation sufficient to establish expense was incurred. (**Exhibit G**) must also be attached to any request for payment certifying these expenses. Reimbursement is for actual, documented costs only

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(f).

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 4210-23-P

HOMELESS SERVICES PROGRAM PROPOSAL

GENERAL INFORMATION

1. Comprehensive Alcoholism Rehabilitation Programs, Inc. (CARP)
2. 5410 East Avenue
West Palm Beach FL 33407
Phone #: (561) 844-6400
Fax #: (561) 844-7575
Contact person for proposal: Robert P. Bozzone MS, MS, LMHC, CAP, MAC
Executive Director and CEO

I. DESCRIPTION OF CARP

Comprehensive Alcoholism Rehabilitation Program, Inc. (CARP) is a private, non-profit, 501 (c) 3 tax exempt corporation. CARP is licensed by the State of Florida, Department of Children and Families, to provide substance abuse prevention, intervention and treatment services in Palm Beach and Martin Counties, Florida.

CARP operates a Continuum of Care treatment system comprised of a variety of medical detoxification, residential and outpatient treatment programs. Each program is uniquely designed to provide a specific service with all services linked together under a single administration to assure for the achievement of performance measures, quality of care, cost effectiveness and efficiency of service delivery.

Treatment services are highly individualized and based on client needs, which are matched to the least restrictive, most appropriate level of care. Facilities are located throughout Palm Beach County, providing for a high degree of availability and accessibility to services. The treatment staff is comprised of a multi-disciplinary professional staff team, experienced in the treatment of chemical dependency.

Treatment is primarily focused to enhance the development of the individual client's strengths and to develop the knowledge and skills necessary to maintain an abstinence based recovery and responsible independent living in the community at large. All services operate in strict adherence to CARP policies and procedures, state licensure standards and contract requirements.

Services are provided without regard to age, sex, religion, disability, socio-economic status or ability to pay.

II. DESCRIPTION OF PROJECT SERVICES

Through the participation as a member of the Palm Beach County, Division of Human Services, Homeless Outreach Team, CARP proposes to provide community outreach, assessment, referral and case management services to homeless individuals who are suffering from the disease of Chemical Dependency and who may be dually diagnosed.

CARP currently employs a total of three case managers as part of the Homeless Outreach Team. The case managers are supervised by a licensed, Masters level professional, who provides weekly supervision. In addition, the case managers participate in bi-weekly staff meetings and clinical case review sessions, as well as required in-service training. The work hours of the case managers are flexible and based on the needs of the target population, as most of the work time is spent in the field. All HOT Team referrals are processed through the Homeless Residential Assessment Center to assure quality and continuity of care.

III. RENEWAL FUNDING

CARP's proposal is for funding of one case manager position to support this homeless outreach project for FY 2007.



COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS, INC.
HOMELESS OUTREACH TEAM
ANNUAL PROGRAM BUDGET (1 staff member only)
October 1, 2006 - September 30, 2007

#	Line Item Direct Personnel Only	Program Budget	Requested from County	Provided by CARP
1	Salary Case Manager		\$ -	\$ -
2	Salary Case Manager		\$ -	\$ -
3	Salary Case Manager	\$ 30,091	\$ 30,091	\$ -
4	Salary Program Director (.10 FTE)	\$ 4,225	\$ 4,225	\$ -
5	Total Salaries	\$ 34,316	\$ 34,316	\$ -
6	FICA	\$ 2,625	\$ 2,362	\$ 263
7	Health Insurance**	\$ 4,334	\$ 3,944	\$ 390
8	Workers Compensation Insurance	\$ 1,544	\$ 1,405	\$ 139
9	State Unemployment Insurance	\$ 182	\$ 166	\$ 16
10	Pension Program*	\$ 150	\$ 137	\$ 14
11	Subtotal; Employee Benefits	\$ 8,836	\$ 8,014	\$ 822
12	Subtotal: Personnel Costs	\$ 43,152	\$ 42,330	\$ 822
13	Travel	\$ 120	\$ -	\$ 120
14	Liability Insurance	\$ 737	\$ -	\$ 737
15	Subtotal: Direct Expenses	\$ 857	\$ -	\$ 857
16	Total Direct Expenses	\$ 44,009	\$ 42,330	\$ 1,679
17	Agency Indirect Expense (.125)	\$ 5,501	\$ -	\$ 5,501
18	Grand Total	\$ 49,510	\$ 42,330	\$ 7,180
19	Percentage of Program Funding	100.00%	85.50%	14.50%

* Employees become eligible at 3 years for contribution.

** Employees become eligible at the beginning of the 4th month of employment

Staff Salaries

Program Director (Harvey Vilhaurer)	\$ 41,017.60	\$ 42,248.00
Luz Mark	\$ 28,724.80	\$ 29,587.00
Yuseph Ahmed	\$ 27,060.80	\$ 27,873.00
Barbara Rutherford	\$ 29,214.43	\$ 30,091.00

Exhibit E

ASSESSMENT LOG

Month : _____

Number of Assessments Completed : _____

For those Clients that Additional Services were Recommended:

Client Name	Recommended Treatment	Date of Referral	Date Treatment Arranged	Location of Treatment

Outreach Case Manager Signature & Date: _____

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 # _____.

Director (Signature)

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">• Personnel Files:• Bachelor's Degree• College Transcript• Employment History• Commitment Declaration
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">• Presenting problem• Relevant History• Current Functioning• Assessment of medical/ psychological/economic/ social needs• Mental status/substance abuse• Eligibility• Goals• Recommendations• Client Strengths/Competencies• Support System	<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">• Assessment Form
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">• Assessment Form

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">• Service Plan or Agency Specific Plan
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">• Confidentiality Policy• Release/Consent Forms

Client#: 5559

4COMPALC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/22/06
PRODUCER HRH of Orlando 800 N. Magnolia Ave, Ste. 1800 Orlando, FL 32803 407 926-2600		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.
INSURED Comprehensive Alcoholism Rehabilitation Programs Inc P O Box 2507 West Palm Beach, FL 33402		INSURERS AFFORDING COVERAGE INSURER A: Westport Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC # 34207

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 LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WCP120003342201	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <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	WCP120003342201	01/01/06	01/01/07	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	WUM120003342601	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$ WC STATU-TORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Prof Lib	WCP120003342201	01/01/06	01/01/07	\$1,000,000/3,000,000
A	Abuse & Molestati	WCP120003342201	01/01/06	01/01/07	\$1,000,000/2,000,000

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

*10 day notification if cancellation for nonpayment; 30 days all other reasons

Palm Beach County Board of County Commissioners, Department of Community Services is added as an additional insured for general liability insurance but only with respect to operations of the Named Insured.

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
Dept of Community Svcs
810 Datura St.
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

Indich A. McBarney

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#S178482/M175045

JMCBU

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Nov. 4. 2005_11:30AM_Brown & Brown Inc

No. 8461

P. 2/2

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID JW
COMPR-2DATE (MM/DD/YYYY)
11/04/05

PRODUCER Brown & Brown, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach FL 32115-2412 Phone: 386-252-9601 Fax: 386-239-5729	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.	
INSURED COMPREHENSIVE ALCOHOLISM REHAB PO BOX 2507 W PALM BEACH FL 33402	INSURERS AFFORDING COVERAGE	N.U.C. #
	INSURER A: Amer Home Assurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

INSR ADD LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMPI/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC7761713	11/21/05	11/21/06	WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ \$100,000
					E.L. DISEASE - EA EMPLOYEE	\$ \$100,000
					E.L. DISEASE - POLICY LIMIT	\$ \$500,000

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

EXCEPT CANCELLATION NOTICE 10 DAYS FOR NON PAYMENT OF PREMIUM THIS CERTIFICATE IS ISSUED FOR THE 2005 AND 2006 POLICY TERM. BASED ON POLICY BEING RENEWED BY THE CARRIER AND ACCEPTED BY THE INSURED ON 11/21/05.

CERTIFICATE HOLDER**CANCELLATION**

PBCBC02

PALM BEACH COUNTY BOARD OF
COMMISSIONERS
561-355-4801 FAX
810 DATURA ST
WEST PALM BEACH FL 33401SHOULD 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

ICORN 25 (2004) M81

MAR-21-2006 13:54

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© ACORD CORP. DATE 11/04/05

P.04

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 Oakwood Center of the Palm Beaches, 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 59-1171320.

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 "D." 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 Forty-Two Thousand Three Hundred Thirty (\$42,330) for services provided. The AGENCY will bill the COUNTY on a monthly basis,

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

- 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 "D".
- 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 30th, 2006. Any amounts not submitted by September 30th, 2006, 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**

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 "F" and "G".
- 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:

Linda DePiano, Ph.D, Chief Executive Officer
Oakwood Center of the Palm Beaches, Inc.
1041 45th Street
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

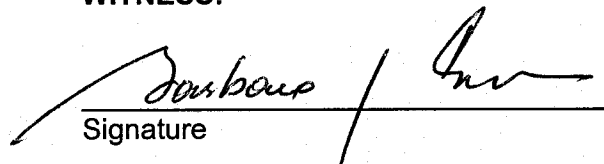
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chairman

WITNESS:


Signature

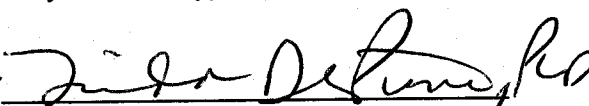
Barbara J. Cordoves
Name Typed

59-1171320
Agency's Federal ID Number

AGENCY:

Oakwood Center of the Palm Beaches, Inc

Agency's Name Typed

BY 
Signature

Linda De Piano, Ph.D

Agency's Signatory Name Typed

Chief Executive Officer
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

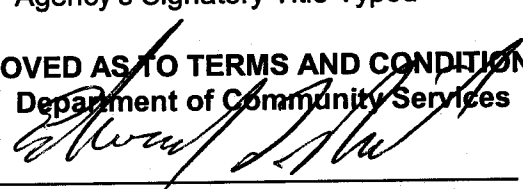
By: 
Edward L. Rich, Director

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 OAKWOOD CENTER OF THE PALM BEACHES, INC. AS OUTLINED IN EXHIBIT D:

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. In response to the Palm Beach County Homeless Bed Survey and Gap Report, priority will be given to homeless individuals who are chronic substance abusers, are dually diagnosed, persons with HIV/AIDS, and Veterans.

Referrals are received through the Homeless Helpline. All calls are screened by an Intake Worker who determines whether the caller is homeless according to HUD's guidelines. Once the Intake is complete, the Helpline schedules an appointment for the Homeless Outreach Team. The Homeless Outreach Team consists of a Division of Human Services Social Worker, Mental Health Case Manager and CARP Case Manager.

Attached is the Case Management Proposal submitted by Oakwood Center of the Palm Beaches **(Exhibit C)**. This outlines the Case Management responsibilities.

These positions will be hired, supervised and trained by Oakwood Center of the Palm Beaches. The Mental Health Center employee must have knowledge of working with mental health and dually diagnosed clients along with the ability to readily interface with services at Oakwood Center of the Palm Beaches and be able to access Oakwood Center of the Palm Beaches services rapidly and efficiently. The Oakwood Center of the Palm Beaches Case Managers will facilitate a psychiatric evaluation when appropriate within thirty days of the initial assessment by the Homeless Outreach Team.

The Oakwood Center of the Palm Beaches Case Manager must be available to complete assessments with the Homeless Outreach Team Monday through Friday, 8:30 AM - 5 PM. On occasion, these hours may vary in order to complete any special assignments including Parks Outreach, Special Requests by the BCC, or any Division client transitioning from one program to another. Two half days a month are available for in-service training or meetings with Oakwood Center of the Palm Beaches. This time must be prearranged with the Homeless Outreach Team Supervisor in order to coordinate the time with the Homeless Helpline. The Homeless Outreach Team Supervisor must also be notified of any scheduled vacation or sick time.

STANDARDS OF CARE

Case Manager must comply with the Case Management Standards of Care for Homeless Services (**Exhibit H**).

MONITORING / REPORTING:

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

Direct observation of this team member will be completed by the County annually to ensure service provision as defined in the contract.

By the 10th of each month the Provider must submit (**Exhibit E-Assessment Log**), which outlines the number of assessments completed, recommendations for treatment and the arrangement of treatment within 30 days of initial assessment.

BILLING / PAYMENTS:

By the 10th of each month, the provider must submit documentation of full-time Case Manager, (**Exhibit F**) along with back up documentation sufficient to establish expense was incurred. (**Exhibit G**) must also be attached to any request for payment certifying these expenses. Reimbursement is for actual, documented costs only

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

HOMELESS SERVICES PROGRAM PROPOSAL

GENERAL INFORMATION

1. Oakwood Center of the Palm Beaches, Inc.
2. 1041 45th Street
West Palm Beach FL 33407
Phone #: (561) 383-8000
Fax #: (561) 514-1995
Contact person for proposal: Barbaro Cordoves, MA
Director, Continuing Care Services

I. DESCRIPTION OF THE OAKWOOD CENTER

The Oakwood Center of the Palm Beaches, hereafter entitled the "Oakwood Center" is a private not-for-profit organization. It provides a full range of mental health services to residents of Palm Beach County. All treatment modalities embrace consideration of human values, respect for personal dignity, and the development of the person's served capability for recovery within the least restrictive environment possible. The Oakwood Center plays a vital role in the ongoing movement towards a therapeutically oriented community for the care of the mentally ill and emotionally disturbed.

Oakwood Center services are easily accessible and always available for meeting the mental health needs of the individual person served and his or her family. Services are provided without regard to race, creed, age or sex, and individuals may be admitted for treatment with any degree of emotional, mental, or social disability.

Admission can be initiated at the request of the person served, relative, friend, physician or referring agency. Admission is generally voluntary, but can occur as the result of a court order or physician certification. In addition, a law enforcement officer may request evaluation for an individual who appears so severely disturbed as to be likely to injure self or others if allowed to remain untreated.

No person is refused service because of inability to pay. On the basis of a sliding scale, all fees are adjusted to the income of the person served.

II. HISTORY OF WORKING WITH THE POPULATION

In 1998, the Center was asked to become more involved in working with the Homeless Mentally Ill and was approved for a federal PATH (Projects for Assistance in Transition from Homelessness) Grant. This grant was successfully implemented and has grown over the years. Additionally, the Center has further increased involvement with the mentally ill homeless by staffing three County

Homeless Outreach Teams and actively participating in the County's Homeless Coalition.

The Center participated in writing the HUD Super-NOFA grant in 2001 and was awarded a Safe Haven Grant. The final approval for funding was received in August 2002. This program will provide transitional housing for 14 treatment-resistant homeless mentally ill individuals. The program allows for a gradual trust building with an end goal of the person accepting treatment and ending homelessness. The renewal for this funding was submitted in July 2004. The Center was also funded to work with Palm Beach County Community Services to develop a HUD Shelter Plus Care program. The County is administering the funds and the Center is operating the program. This program is funded for five years.

III. CLINICAL OPERATIONS

The Oakwood Center of the Palm Beaches, utilizes standard treatment guidelines, protocols and criteria through a variety of internal and external mechanisms. All of the Oakwood Center's clinical pathways are geared towards the full spectrum of the persons served and their needs. Performance measures have been developed and are regularly monitored in all areas of care. The Oakwood Center's Senior Management Council provides regular oversight of these activities. Information regarding care standards and criteria is disseminated to clinical staff by their respective department heads and clinical supervisors. The Oakwood Center also follows JCAHO and HCFA clinical standards and guidelines. The Oakwood Center is accredited by JCAHO and is certified by HCFA.

IV. PROGRAM DESCRIPTION

The Oakwood Center seeks to serve all severely and persistently mentally ill residents of the catchment area who are in need of treatment. One population that has historically been treatment-resistant is the homeless mentally ill or dually diagnosed individual. By participating as a member of the Palm Beach County Division of Human Services Outreach Teams, the Oakwood Center will continue to pursue the goal of treatment provision to this population.

The Oakwood Center employs three Outreach Case Managers to participate on the team. The Outreach Case Managers provide knowledge of working in the field of mental health along with the ability to readily interface with services at the Oakwood Center of the Palm Beaches. By being Oakwood Center employees, the Outreach Case Managers will be able to access Oakwood Center services more rapidly and efficiently.

The Outreach Case Managers go through the same training program that all Oakwood Center Case Managers participate in. This program certifies the employees as a Targeted Case Managers. As such, these staff coordinate the treatment required to meet the mental health needs of the homeless population that they are working with. To ensure these staff persons tie-in to the Oakwood

Center, attendance at staff meetings and other related training is essential. The Outreach Case Managers will have office space at an Oakwood Center site to work from when providing/arranging for Oakwood Center services. During the remainder of their time, the Outreach Case Managers will be located at the selected teamwork sites in the community.

The Outreach Case Managers report to an Oakwood Center Supervisor for administrative and mental health-related issues. These staff members will look to the team and the County Supervisor for direction on daily activities, location, and work hours. The Outreach Case Managers will be required to work a flexible hours schedule to accommodate the needs of the population served.

FY 2006-2007

OAKWOOD CENTER OF THE PALM BEACHES, INC.

HOMELESS SERVICES PROGRAM

October 1, 2006 – September 30, 2007

A. DIRECT COSTS

<u>Position Title</u>	<u>Annual Wage & Fringe Benefits</u>	<u>Months</u>	<u>FTE</u>	<u>Cost</u>
Outreach Case Manager	\$42,330	12	1	\$42,330
<u>Total Staffing – Salaries/Wages & Fringe Benefits</u>				\$42,330

B. IN-KIND COSTS

<u>1. Office Space</u>				
a. Rent (\$ 90 x 12 months)				\$1,020
b. Utilities (\$ 85 x 12 months)				\$960
<u>2. Administrative Overhead</u>				
15% x	\$40,314			\$6,047
<u>3. Total In-Kind Costs</u>				\$8,027

C. TOTAL PROJECT COSTS

\$50,357

Exhibit E

ASSESSMENT LOG

Month : _____

Number of Assessments Completed : _____

For those Clients that Additional Services were Recommended:

Client Name	Recommended Treatment	Date of Referral	Date Treatment Arranged	Location of Treatment

Outreach Case Manager Signature & Date: _____

MONTHLY EXPENDITURE REPORT
CASE MANAGEMENT SERVICES (ACT)

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 # _____.

Director (Signature)

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">Personnel Files:Bachelor's DegreeCollege TranscriptEmployment HistoryCommitment Declaration
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">Presenting problemRelevant HistoryCurrent FunctioningAssessment of medical/ psychological/economic/ social needsMental status/substance abuseEligibilityGoalsRecommendationsClient Strengths/CompetenciesSupport System	<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">Assessment Form
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">Assessment Form

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">• Service Plan or Agency Specific Plan
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">• Confidentiality Policy• Release/Consent Forms

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SR OAKWO-2	DATE (MM/DD/YYYY) 07/21/06
PRODUCER Brown & Brown, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach FL 32115-2412 Phone: 386-252-9601 Fax: 386-239-5729		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.	
INSURED OAKWOOD CENTER OF THE PALM BEACHES, INC. 1041 45TH ST W PALM BEACH FL 33407		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Mental Health Risk Retention	
		INSURER B: Scottsdale Ins Co	41297
		INSURER C: The Travelers Insurance Co.	01899
		INSURER D: Philadelphia Ins Co	
		INSURER E: Associated Industries Ins Co	23140

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.							
INSTR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GCL0001528	06/01/06	06/01/07	DAMAGE TO RENTED PREMISES (EA OCCUR)	\$ 300,000	
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB	\$1,000,000EA/\$3,000,000AG	06/01/06	06/01/07	PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> EMPLOYEE BENEFITS	\$1,000 DEDUCTIBLE	06/01/06	06/01/07	GENERAL AGGREGATE	\$ 3,000,000	
GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPOF AGG	\$ 3,000,000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EMP BEN	\$ 2,000,000	
D	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)	\$ \$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	PHPK173105	06/01/06	06/01/07	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 \$1,000							
<input checked="" type="checkbox"/> COLL DED \$1,000							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
					EACH OCCURRENCE	\$	
					AGGREGATE	\$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	2006334994	07/01/06	07/01/07	E.L. EACH ACCIDENT	\$ \$1,000,000	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000	
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000	
C	FIDUCIARY LIAB	103590011	06/01/06	06/01/07	FID LIMIT	\$500,000	
B	D & O LIABILITY	OFS0043437	06/01/06	06/01/07	D&O LIMIT	\$5,000,000	

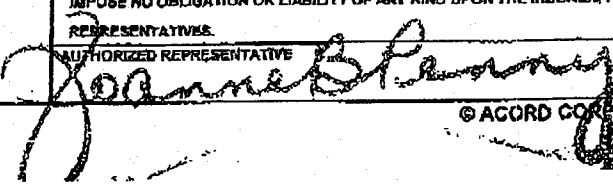
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CANCELLATION NOTICE IS AMENDED TO 10 DAYS FOR CANCELLATION DUE TO NON-PAYMT OF PREMIUM EXCEPT FOR WORKERS COMPENSATION. PALM BEACH CNTY BD OF CNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FL, ITS OFFICERS, AGENTS AND EMPLOYEES/O DEPT OF COMMUNITY SERVICES ARE LISTED AS ADDL INSURED TO THE GENERAL LIABILITY IN RESPECTS TO THE INSURED'S OPERATIONS.

RECEIVED
JUL 21 2006
FINANCIAL

CERTIFICATE HOLDER

CANCELLATION

PALMB19 PALM BEACH CNTY BD OF CNTY COMMISSIONERS DEPT OF HUMAN SERVICE ATTN: 810 DATURA ST W PALM BEACH FL 33401	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 
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