

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

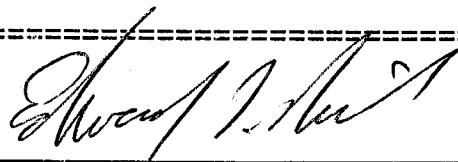
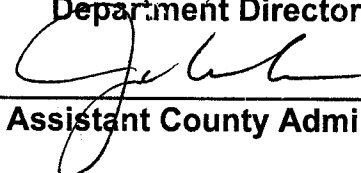
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Oakwood Center of the Palm Beaches, Inc. for services to homeless individuals in an amount not to exceed \$73,318 for the period of October 1, 2006, through September 30, 2007.

Summary: Oakwood Center of the Palm Beaches, Inc. will provide supportive services through the Homeless Assertive Community Treatment Team to include case management, employment counseling, medication management, benefits counseling, Peer Counseling and Group Counseling. These services are provided to homeless individuals who are severely mentally ill or dually diagnosed and have been placed in permanent housing through the Housing and Urban Development (HUD) Shelter Plus Care grant programs. A total of \$73,318 in County funds are included in the FY 2007 budget. County obligations under this contract are subject for budget approval. (Human Services) Countywide (TKF)

Background and Justification: Oakwood Center of the Palm Beaches, Inc. has partnered with the County in the provision of services to the homeless in two (2) HUD funded Shelter Plus Care (SPC) programs for clients placed in 32 rental apartments. The target population is homeless individuals who are disabled with a severe mental illness or a dual diagnosis. The services will be provided after hours and on weekends ensuring around-the-clock support availability. The peer counselors work as part of Oakwood's overall Homeless Assertive Community Treatment Team.

Attachments: Contract for Provision of Financial Assistance with Oakwood Center of the Palm Beaches, Inc.

Recommended by:  8-16-2006
Department Director Date
Approved By:  8/28/06
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	<u>73,318</u>	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	<u>73,318</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] 8-21-06
 OFMB
[Signature] 8-17-06

[Signature] 8/25/06
 Contract Administration
[Signature] 8/25/06

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 8/28/06
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and 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 Seventy-Three Thousand Three Hundred Eighteen Dollars (\$73,318) 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 "E" and "F".
- 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**

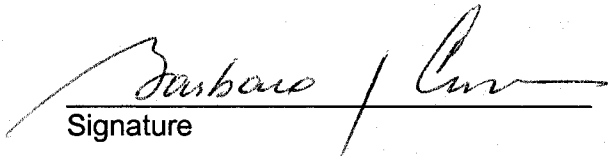
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Tony Masilotti, Chairman

WITNESS:


AGENCY:


Signature

Oakwood Center of the Palm Beaches, Inc

Agency's Name Typed

Barbaro J. Cordoves
Name Typed

BY 
Signature

59-1171320
Agency's Federal ID Number

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**

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

Assistant County Attorney

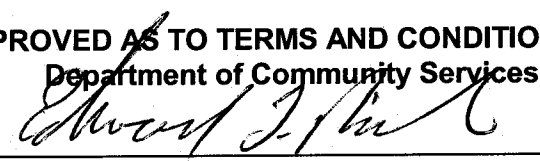
By: 
Edward L. Rich, Director

Exhibit A

SCOPE OF WORK

BACKGROUND INFORMATION:

This contract complies with the HUD Supportive Housing Program Regulation 24 CFR Part 582. (**Exhibit B**)

DESCRIPTION OF HOMELESS ASSERTIVE COMMUNITY TREATMENT TEAM WITH OAKWOOD CENTER OF THE PALM BEACHES INC. AS OUTLINED IN EXHIBIT D:

Oakwood Center will provide Supportive Services through the Homeless Assertive Community Treatment Team to include Case Management, Employment Counseling, Medication Management, Benefits Counseling, Peer Counseling and Group Counseling to homeless individuals who are severely mentally ill or dually diagnosed. Clients to be served by this contract will be those placed in permanent housing through the Shelter Plus Care grant programs. The staff identified in this contract will provide these services after hours and on weekends.

Referrals will be received through the Homeless Outreach Teams, PATH Case Managers, and HUD Funded Transitional Housing Case Managers. All of the above referral sources will complete a comprehensive Intake and Assessment to verify the individual meets the HUD definition of homelessness as well being severely mentally ill or dually diagnosed.

Attached is the Homeless Assertive Community Treatment Team Proposal submitted by Oakwood Center of the Palm Beaches (**Exhibit C**). This further outlines the Oakwood Center's responsibilities. This is a cost reimbursement contract not to exceed \$73,318

STANDARDS OF CARE

Case Manager must comply with the Case Management Standards of Care for Homeless Services (**Exhibit G**) and Standards of Care related to permanent supportive housing (**Exhibit H**).

MONITORING / REPORTING:

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

Monitoring of case files to verify provision of Supportive Services provided through the Homeless Assertive Community Treatment Team identified in Description of Services will be completed by the County annually.

BILLING / PAYMENTS:

By the 10th of each month, the provider must submit for the Homeless Assertive Community Treatment Team, **(Exhibit E)** along with back up documentation sufficient to establish expense was incurred. **(Exhibit F)** must also be attached to any request for payment certifying these expenses.

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

PART 582—SHELTER PLUS CARE

Subpart A—General

Sec.

- 582.1 Purpose and scope.
- 582.5 Definitions.

Subpart B—Assistance Provided

- 582.100 Program component descriptions.
- 582.105 Rental assistance amounts and payments.
- 582.110 Matching requirements.
- 582.115 Limitations on assistance.
- 582.120 Consolidated plan.

Subpart C—Application and Grant Award

- 582.200 Application and grant award.
- 582.230 Environmental review.

Subpart D—Program Requirements

- 582.300 General operation.
- 582.305 Housing quality standards; rent reasonableness.

§ 582.1

- 582.310 Resident rent.
- 582.315 Occupancy agreements.
- 582.320 Termination of assistance to participants.
- 582.325 Outreach activities.
- 582.330 Nondiscrimination and equal opportunity requirements.
- 582.335 Displacement, relocation, and real property acquisition.
- 582.340 Other Federal requirements.

Subpart E—Administration

- 582.400 Grant agreement.
- 582.405 Program changes.
- 582.410 Obligation and deobligation of funds.

AUTHORITY: 42 U.S.C. 3535(d) and 11403-11407b.

SOURCE: 58 FR 13892, Mar. 15, 1993, unless otherwise noted.

Subpart A—General

§ 582.1 Purpose and scope.

(a) *General.* The Shelter Plus Care program (S+C) is authorized by title IV, subtitle F, of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11403-11407b). S+C is designed to link rental assistance to supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have acquired immunodeficiency syndrome (AIDS) and related diseases) and their families. The program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities. Rental assistance grants must be matched in the aggregate by supportive services that are equal in value to the amount of rental assistance and appropriate to the needs of the population to be served. Recipients are chosen on a competitive basis nationwide.

(b) *Components.* Rental assistance is provided through four components described in § 582.100. Applicants may apply for assistance under any one of the four components, or a combination.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51169, Sept. 30, 1996]

§ 582.5 Definitions.

The terms *Fair Market Rent (FMR)*, *HUD*, *Public Housing Agency (PHA)*, *In-*

24 CFR Ch. V (4-1-06 Edition)

dian Housing Authority (IHA), and *Secretary* are defined in 24 CFR part 5.

As used in this part:

Acquired immunodeficiency syndrome (AIDS) and related diseases has the meaning given in section 853 of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Applicant has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Eligible person means a homeless person with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related diseases) and, if also homeless, the family of such a person. To be eligible for assistance, persons must be very low income, except that low-income individuals may be assisted under the SRO component in accordance with 24 CFR 813.105(b).

Homeless or homeless individual has the meaning given in section 103 of the McKinney Act (42 U.S.C. 11302).

Indian tribe has the meaning given in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Low-income means an annual income not in excess of 80 percent of the median income for the area, as determined by HUD. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Nonprofit organization has the meaning given in section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704). The term nonprofit organization also includes a community mental health center established as a public nonprofit organization.

Participant means an eligible person who has been selected to participate in S+C.

Person with disabilities means a household composed of one or more persons at least one of whom is an adult who has a disability.

(1) A person shall be considered to have a disability if such person has a

physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

(2) A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that—

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity:

(A) Self-care;

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living; and

(G) Economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

(3) Notwithstanding the preceding provisions of this definition, the term *person with disabilities* includes, except in the case of the SRO component, two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted under this part, with the deceased member of the household at the time of his or her death. (In any event, with respect to the surviving member or members of a household, the right to rental assistance under this part will terminate at the end of the grant period under which the deceased member was a participant.)

Recipient means an applicant approved to receive a S+C grant.

Seriously mentally ill has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Single room occupancy (SRO) housing means a unit for occupancy by one person, which need not but may contain food preparation or sanitary facilities, or both.

Sponsor means a nonprofit organization which owns or leases dwelling units and has contracts with a recipient to make such units available to eligible homeless persons and receives rental assistance payments under the SRA component.

State has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Supportive service provider, or service provider, means a person or organization licensed or otherwise qualified to provide supportive services, either for profit or not for profit.

Supportive services means assistance that—

(1) Addresses the special needs of eligible persons; and

(2) Provides appropriate services or assists such persons in obtaining appropriate services, including health care, mental health treatment, alcohol and other substance abuse services, child care services, case management services, counseling, supervision, education, job training, and other services essential for achieving and maintaining independent living.

(Inpatient acute hospital care does not qualify as a supportive service.)

Unit of general local government has the meaning given in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Very low-income means an annual income not in excess of 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

[61 FR 51160, Sept. 30, 1996; 62 FR 13539, Mar. 21, 1997]

Subpart B—Assistance Provided**§ 582.100 Program component descriptions.**

(a) *Tenant-based rental assistance (TRA)*. Tenant-based rental assistance provides grants for rental assistance which permit participants to choose housing of an appropriate size in which to reside. Participants retain the rental assistance if they move. Where necessary to facilitate the coordination of supportive services, grant recipients may require participants to live in a specific area for their entire period of participation or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Recipients may not define the area in a way that violates the Fair Housing Act or the Rehabilitation Act of 1973. The term of the grant between HUD and the grant recipient for TRA is five years.

(b) *Project-based rental assistance (PRA)*. Project-based rental assistance provides grants for rental assistance to the owner of an existing structure, where the owner agrees to lease the subsidized units to participants. Participants do not retain rental assistance if they move. Rental subsidies are provided to the owner for a period of either five or ten years. To qualify for ten years of rental subsidies, the owner must complete at least \$3,000 of eligible rehabilitation for each unit (including the unit's prorated share of work to be accomplished on common areas or systems), to make the structure decent, safe and sanitary. This rehabilitation must be completed within 12 months of the grant award.

(c) *Sponsor-based rental assistance (SRA)*. Sponsor-based rental assistance provides grants for rental assistance through contracts between the grant recipient and sponsor organizations. A sponsor may be a private, nonprofit organization or a community mental health agency established as a public nonprofit organization. Participants reside in housing owned or leased by the sponsor. The term of the grant between HUD and the grant recipient for SRA is five years.

(d) *Moderate rehabilitation for single room occupancy dwellings (SRO)*. (1) The SRO component provides grants for

rental assistance in connection with the moderate rehabilitation of single room occupancy housing units. Resources to initially fund the cost of rehabilitating the dwellings must be obtained from other sources. However, the rental assistance covers operating expenses of the rehabilitated SRO units occupied by homeless persons, including debt service to retire the cost of the moderate rehabilitation over a ten-year period.

(2) SRO housing must be in need of moderate rehabilitation and must meet the requirements of 24 CFR 882.803(a). Costs associated with rehabilitation of common areas may be included in the calculation of the cost for assisted units based on the proportion of the number of units to be assisted under this part to the total number of units.

(3) SRO assistance may also be used for efficiency units selected for rehabilitation under this program, but the gross rent (contract rent plus any utility allowance) for those units will be no higher than for SRO units (i.e., 75 percent of the 0-bedroom Moderate Rehabilitation Fair Market Rent).

(4) The requirements regarding maintenance, operation, and inspections described in 24 CFR 882.806(b)(4) and 882.808(n) must be met.

(5) *Governing regulations*. Except where there is a conflict with any requirement under this part or where specifically provided, the SRO component will be governed by the regulations set forth in 24 CFR part 882, subpart H.

§ 582.105 Rental assistance amounts and payments.

(a) *Eligible activity*. S+C grants may be used for providing rental assistance for housing occupied by participants in the program and administrative costs as provided for in paragraph (e) of this section, except that the housing may not be currently receiving Federal funding for rental assistance or operating costs under other HUD programs. Recipients may design a housing program that includes a range of housing types with differing levels of supportive services. Rental assistance may include security deposits on units in an amount up to one month's rent.

(b) *Amount of the grant.* The amount of the grant is based on the number and size of units proposed by the applicant to be assisted over the grant period. The grant amount is calculated by multiplying the number of units proposed times the applicable Fair Market Rent (FMR) of each unit times the term of the grant.

(c) *Payment of grant.* (1) The grant amount will be reserved for rental assistance over the grant period. An applicant's grant request is an estimate of the amount needed for rental assistance. Recipients will make draws from the reserved amount to pay the actual costs of rental assistance for program participants. For TRA, on demonstration of need, up to 25 percent of the total rental assistance awarded may be spent in any one of the five years, or a higher percentage if approved by HUD, where the applicant provides evidence satisfactory to HUD that it is financially committed to providing the housing assistance described in the application for the full five-year period.

(2) A recipient must serve at least as many participants as shown in its application. Where the grant amount reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental assistance, due to such factor as contract rents being lower than FMRs and participants are being able to pay a portion of the rent, recipients may use the remaining funds for the costs of administering the housing assistance, as described in paragraph (e) of this section, for damage to property, as described in paragraph (f) of this section, for covering the costs of rent increases, or for serving a great number of participants.

(d) *Vacancies.* (1) If a unit assisted under this part is vacated before the expiration of the occupancy agreement described in § 582.315 of this part, the assistance for the unit may continue for a maximum of 90 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.

(2) As used in this paragraph (d), the term "vacate" does not include brief

periods of inpatient care, not to exceed 90 days for each occurrence.

(e) *Administrative costs.* (1) Up to eight percent of the grant amount may be used to pay the costs of administering the housing assistance. Recipients may contract with another entity approved by HUD to administer the housing assistance.

(2) Eligible administrative activities include processing rental payments to landlords, examining participant income and family composition, providing housing information and assistance, inspecting units for compliance with housing quality standards, and receiving into the program new participants. This administrative allowance does not include the cost of administering the supportive services or the grant (e.g., costs of preparing the application, reports or audits required by HUD), which are not eligible activities under a S+C grant.

(f) *Property damage.* Recipients may use grant funds in an amount up to one month's rent to pay for any damage to housing due to the action of a participant.

[58 FR 13692, Mar. 15, 1993, as amended at 61 FR 51170, Sept. 30, 1996]

§ 582.110 Matching requirements.

(a) *Matching rental assistance with supportive services.* To qualify for rental assistance grants, an applicant must certify that it will provide or ensure the provision of supportive services, including funding the services itself if the planned resources do not become available for any reason, appropriate to the needs of the population being served and at least equal in value to the aggregate amount of rental assistance funded by HUD. The supportive services may be newly created for the program or already in operation, and may be provided or funded by other Federal, State, local, or private programs. Only services that are provided after the execution of the grant agreement may count toward the match.

(b) *Availability to participants.* Recipients must give reasonable assurances that supportive services will be available to participants for the entire term of the rental assistance. The value of the services provided to a participant, however, does not have to equal the

amount of rental assistance provided that participant, nor does the value have to be equal to the amount of rental assistance on a year-to-year basis.

(c) *Calculating the value of supportive services.* In calculating the amount of the matching supportive services, applicants may count:

(1) Salaries paid to staff of the recipient to provide supportive services to S+C participants;

(2) The value of supportive services provided by other persons or organizations to S+C participants;

(3) The value of time and services contributed by volunteers at the rate of \$10.00 an hour, except for donated professional services which may be counted at the customary charge for the service provided (professional services are services ordinarily performed by donors for payment, such as the services of health professionals, that are equivalent to the services they provide in their occupations);

(4) The value of any lease on a building used for the provision of supportive services, provided the value included in the match is no more than the prorated share used for the program; and

(5) The cost of outreach activities, as described in § 582.325(a) of this part.

§ 582.115 Limitations on assistance.

(a) *Current occupants.* Current occupants of the real property are not eligible for assistance under this part. However, as described in § 582.335, persons displaced as a direct result of acquisition, rehabilitation, or demolition for a project under the S+C program are eligible for and must be provided relocation assistance at Uniform Relocation Act levels.

(b) *Amount of assistance provided within a jurisdiction.* HUD will limit the amount of assistance provided within the jurisdiction of any one unit of local government to no more than 10 percent of the amount available.

(c) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the S+C program. Neither the Federal government nor a State or local government receiving funds under S+C programs shall discriminate against an organization on the basis of the organi-

zation's religious character or affiliation.

(2) Organizations that are directly funded under the S+C program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the S+C program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not use direct S+C funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide S+C-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an S+C-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the S+C program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

(d) *Maintenance of effort.* No assistance received under this part (or any State or local government funds used to supplement this assistance) may be used to replace funds provided under

any State or local government assistance programs previously used, or designated for use, to assist persons with disabilities, homeless persons, or homeless persons with disabilities.

[58 FR 18892, Mar. 15, 1993, as amended at 68 FR 56407, Sept. 30, 2003]

§ 582.120 Consolidated plan.

(a) *Applicants that are States or units of general local government.* The applicant must have a HUD-approved complete or abbreviated consolidated plan, in accordance with 24 CFR part 91, and must submit a certification that the application for funding is consistent with the HUD-approved consolidated plan. Funded applicants must certify in a grant agreement that they are following the HUD-approved consolidated plan. If the applicant is a State, and the project will be located in a unit of general local government that is required to have, or has, a complete consolidated plan, or that is applying for Shelter Plus Care assistance under the same Notice of Fund Availability (NOFA) and will have an abbreviated consolidated plan with respect to that application, the State also must submit a certification by the unit of general local government that the State's application is consistent with the unit of general local government's HUD-approved consolidated plan.

(b) *Applicants that are not States or units of general local government.* The applicant must submit a certification by the jurisdiction in which the proposed project will be located that the jurisdiction is following its HUD-approved consolidated plan and the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made by the unit of general local government or the State, in accordance with the consistency certification provisions of the consolidated plan regulations, 24 CFR part 91, subpart F.

(c) *Indian tribes and the Insular Areas of Guam, the U.S. Virgin Islands, American Samoa, and the Northern Mariana Islands.* These entities are not required to have a consolidated plan or to make consolidated plan certifications. An application by an Indian tribe or other applicant for a project that will be lo-

cated on a reservation of an Indian tribe will not require a certification by the tribe or the State. However, where an Indian tribe is the applicant for a project that will not be located on a reservation, the requirement for a certification under paragraph (b) of this section will apply.

(d) *Timing of consolidated plan certification submissions.* Unless otherwise set forth in the NOFA, the required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

[60 FR 16379, Mar. 30, 1995]

Subpart C—Application and Grant Award

§ 582.200 Application and grant award.

(a) *Review.* When funds are made available for assistance, HUD will publish a notice of fund availability in the FEDERAL REGISTER in accordance with the requirements of 24 CFR part 4. Applications will be reviewed and screened in accordance with the guidelines, rating criteria and procedures published in the notice.

(b) *Rating criteria.* HUD will award funds based on the criteria specified in section 455(a)(1) through (8) of the McKinney Act (42 U.S.C. 11403d(1)—11403d(8)) and on the following criteria authorized by section 455(a)(9) of the McKinney Act (42 U.S.C. 11403d(9)):

(1) The extent to which the applicant has demonstrated coordination with other Federal, State, local, private and other entities serving homeless persons in the planning and operation of the project, to the extent practicable;

(2) Extent to which the project targets homeless persons living in emergency shelters, supportive housing for homeless persons, or in places not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;

(3) Quality of the project; and

(4) Extent to which the program will serve homeless persons who are seriously mentally ill, have chronic alcohol and/or drug abuse problems, or have AIDS and related diseases.

(Approved by the Office of Management and Budget under control number 2506-0118)

[61 FR 51170, Sept. 30, 1996]

§ 582.230 Environmental review.

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title prior to its approval of any conditionally selected applications from PHAs for Fiscal Year 2000 and prior years for other than the SRO component. For activities under a grant to a PHA that generally would be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient PHA objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved or HUD has per-

formed an environmental review under part 50 and the recipient has received HUD approval of the property. HUD will not release grant funds if the recipient or any other party commits grant funds (*i.e.*, incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

[68 FR 56130, Sept. 30, 2003]

Subpart D—Program Requirements

§ 582.300 General operation.

(a) *Participation of homeless individuals.* (1) Each recipient must provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any housing assisted under this part or services for the participants. This requirement is waived if the applicant is unable to meet the requirement and presents a plan, which HUD approves, to otherwise consult with homeless or formerly homeless individuals in considering and making such policies and decisions. Participation by such an individual who also is a participant under the program does not constitute a conflict of interest under § 582.340(b) of this part.

(2) To the maximum extent practicable, each recipient must involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing or rehabilitating housing assisted under this part and in providing supportive services required under § 582.215 of this part.

(b) *Ongoing assessment of housing and supportive services.* Each recipient of assistance must conduct an ongoing assessment of the housing assistance and supportive services required by the participants, and make adjustments as appropriate.

(c) *Adequate supportive services.* Each recipient must assure that adequate supportive services are available to participants in the program.

(d) *Records and reports.* (1) Each recipient must keep any records and, within the timeframe required, make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require.

(2) Each recipient must keep on file, and make available to the public on request, a description of the procedures used to select sponsors under the SRA component and buildings under the SRO, SRA, and PRA components.

(3) Each recipient must develop, and make available to the public upon request, its procedures for managing the rental housing assistance funds provided by HUD. At a minimum, such procedures must describe how units will be identified and selected; how the responsibility for inspections will be handled; the process for deciding which unit a participant will occupy; how participants will be placed in, or assisted in finding appropriate housing; how rent calculations will be made and the amount of rental assistance payments determined; and what safeguards will be used to prevent the misuse of funds.

(Approved by the Office of Management and Budget under control number 2506-0118)

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51171, Sept. 30, 1996]

§ 582.305 Housing quality standards: rent reasonableness.

(a) *Housing quality standards.* Housing assisted under this part must meet the applicable housing quality standards (HQS) under § 982.401 of this title—except that § 982.401(j) of this title does not apply and instead part 35, subparts A, B, K and R of this title apply—and, for SRO under § 882.803(b) of this title. Before any assistance will be provided on behalf of a participant, the recipient, or another entity acting on behalf of the recipient (other than the owner of the housing), must physically inspect each unit to assure that the unit meets the HQS. Assistance will not be provided for units that fail to meet the HQS, unless the owner corrects any deficiencies within 30 days from the date of the lease agreement and the recipient verifies that all deficiencies have been corrected. Recipients must also inspect all units at least annually dur-

ing the grant period to ensure that the units continue to meet the HQS.

(b) *Rent reasonableness.* HUD will only provide assistance for a unit for which the rent is reasonable. For TRA, PRA, and SRA, it is the responsibility of the recipient to determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit, as well as not in excess of rents currently being charged by the same owner for comparable unassisted units. For SRO, rents are calculated in accordance with 24 CFR 882.805(g).

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51171, Sept. 30, 1996; 64 FR 50226, Sept. 15, 1999]

§ 582.310 Resident rent.

(a) *Amount of rent.* Each participant must pay rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)), except that in determining the rent of a person occupying an intermediate care facility assisted under title XIX of the Social Security Act, the gross income of this person is the same as if the person were being assisted under title XVI of the Social Security Act.

(b) *Calculating income.* (1) Income of participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(2) Recipients must examine a participant's income initially, and at least annually thereafter, to determine the amount of rent payable by the participant. Adjustments to a participant's rental payment must be made as necessary.

(3) As a condition of participation in the program, each participant must agree to supply the information or documentation necessary to verify the participant's income. Participants must provide the recipient information at any time regarding changes in income or other circumstances that may result in changes to a participant's rental payment.

[66 FR 6225, Jan. 19, 2001]

§ 582.315 Occupancy agreements.

(a) *Initial occupancy agreement.* Participants must enter into an occupancy agreement for a term of at least one month. The occupancy agreement must be automatically renewable upon expiration, except on prior notice by either party.

(b) *Terms of agreement.* In addition to standard lease provisions, the occupancy agreement may also include a provision requiring the participant to take part in the supportive services provided through the program as a condition of continued occupancy.

§ 582.320 Termination of assistance to participants.

(a) *Termination of assistance.* The recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. Recipients must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the most severe cases. Recipients are not prohibited from resuming assistance to a participant whose assistance has been terminated.

(b) *Due process.* In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

- (1) Written notice to the participant containing a clear statement of the reasons for termination;
- (2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the participant.

§ 582.325 Outreach activities.

Recipients must use their best efforts to ensure that eligible hard-to-reach persons are served by S+C. Recipients are expected to make sustained efforts to engage eligible persons so that they may be brought into the program. Out-

reach should be primarily directed toward eligible persons who have a nighttime residence that is an emergency shelter or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., persons living in cars, streets, and parks). Outreach activities are considered to be a supportive service, and the value of such activities that occur after the execution of the grant agreement may be included in meeting the matching requirement.

§ 582.330 Nondiscrimination and equal opportunity requirements.

(a) *General.* Recipients may establish a preference as part of their admissions procedures for one or more of the statutorily targeted populations (i.e., seriously mentally ill, alcohol or substance abusers, or persons with AIDS and related diseases). However, other eligible disabled homeless persons must be considered for housing designed for the target population unless the recipient can demonstrate that there is sufficient demand by the target population for the units, and other eligible disabled homeless persons would not benefit from the primary supportive services provided.

(b) *Compliance with requirements.* (1) In addition to the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5, recipients serving a designated population of homeless persons must, within the designated population, comply with the prohibitions against discrimination against handicapped individuals under section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 41 CFR chapter 60-741.

(2) The nondiscrimination and equal opportunity requirements set forth at part 5 of this title are modified as follows:

- (1) 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 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.

(11) [Reserved]

(c) *Affirmative outreach.* (1) If the procedures that the recipient intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the recipient must establish additional procedures that will ensure that interested persons can obtain information concerning the assistance.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) The accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.

[58 FR 13992, Mar. 15, 1993, as amended at 61 FR 5310, Feb. 9, 1996]

§ 582.335 Displacement, relocation, and real property acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for supportive housing is subject to the

URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Responsibility of recipient.* (1) The recipient must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

(3) The recipient must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

(e) *Appeals.* A person who disagrees with the recipient's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the HUD field office.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently as a direct result of acquisition, rehabilitation, or demolition for supportive housing project assisted under this part. The term "displaced person" includes, but may not be limited to:

(i) A person that moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice or refuses to renew an expiring lease, if the move occurs on or after:

(A) The date that the recipient submits to HUD an application for assistance that is later approved and funded, if the recipient has control of the project site; or

(B) The date that the recipient obtains control of the project site, if such control is obtained after the submission of the application to HUD.

(ii) Any person, including a person who moves before the date described in paragraph (f)(1)(1) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project.

(iii) A tenant-occupant of a dwelling unit who moves permanently from the building/complex on or after the date of the "initiation of negotiations" (see paragraph (g) of this section) if the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions must include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(A) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(B) 30 percent of gross household income. If the initial rent is at or near the maximum, there must be a reasonable basis for concluding at the time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex, if either:

(A) The tenant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or

(B) Other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(1) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local or tribal law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The recipient may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the recipient and HUD, or selection of the project site, if later.

§ 582.340 Other Federal requirements.

In addition to the Federal requirements set forth in 24 CFR part 5, the following requirements apply to this program:

(a) *OMB Circulars.*¹ (1) The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the acceptance and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) and 24 CFR part 84 and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with provisions of the McKinney Act, other Federal statutes, or this part.

(2) The financial management systems used by recipients under this program must provide for audits in accordance with the provisions of 24 CFR part 44. Private nonprofit organizations who are subrecipients are subject to the audit requirements of 24 CFR part 45. HUD may perform or require additional audits as it finds necessary or appropriate.

(b) *Conflict of interest.* (1) In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, sub-contract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in

¹ Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.

policy or decisionmaking under § 582.300 of this part does not constitute a conflict of interest.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b)(1) of this section on a case-by-case basis when it determine that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's project. An exception may be considered only after the recipient has provided the following:

(i) For States, units of general local governments, PHAs and IHAs, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (b)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b)(1) of this section;

(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

§ 582.400

(vi) Any other relevant considerations.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 5210, Feb. 9, 1996; 61 FR 51171, Sept. 30, 1996; 62 FR 13539, Mar. 21, 1997]

Subpart E—Administration

§ 582.400 Grant agreement.

(a) *General.* The grant agreement will be between HUD and the recipient. HUD will hold the recipient responsible for the overall administration of the program, including overseeing any sub-recipients or contractors. Under the grant agreement, the recipient must agree to operate the program in accordance with the provisions of this part and other applicable HUD regulations.

(b) *Enforcement.* HUD will enforce the obligations in the grant agreement through such action as may be necessary, including recapturing assistance awarded under the program.

§ 582.405 Program changes.

(a) *Changes.* HUD must approve, in writing, any significant changes to an approved program. Significant changes that require approval include, but are not limited to, a change in sponsor, a change in the project site for SRO or PRA with rehabilitation projects, and a change in the type of persons with disabilities to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the CHAS (see § 582.120).

(b) *Approval.* Approval for such changes is contingent upon the application ranking remaining high enough to have been competitively selected for funding in the year the application was selected.

§ 582.410 Obligation and deobligation of funds.

(a) *Obligation of funds.* When HUD and the applicant execute a grant agreement, HUD will obligate funds to cover the amount of the approved grant. The recipient will be expected to carry out the activities as proposed in the application. After the initial obligation of funds, HUD is under no obligation to make any upward revisions to the grant amount for any approved assistance.

24 CFR Ch. V (4-1-06 Edition)

(b) *Deobligation.* (1) HUD may deobligate all or a portion of the approved grant amount if such amount is not expended in a timely manner, or the proposed housing for which funding was approved or the supportive services proposed in the application are not provided in accordance with the approved application, the requirements of this part, and other applicable HUD regulations. The grant agreement may set forth other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(2) HUD may readvertise, in a notice of fund availability, the availability of funds that have been deobligated, or may reconsider applications that were submitted in response to the most recently published notice of fund availability and select applications for funding with the deobligated funds. Such selections would be made in accordance with the selection process described in § 582.220 of this part. Any selections made using deobligated funds will be subject to applicable appropriation act requirements governing the use of deobligated funding authority.

(Approved by the Office of Management and Budget under control number 2506-0119)

PART 583—SUPPORTIVE HOUSING PROGRAM

Subpart A—General

- Sec.
583.1 Purpose and scope.
583.5 Definitions.

Subpart B—Assistance Provided

- 583.100 Types and uses of assistance.
583.105 Grants for acquisition and rehabilitation.
583.110 Grants for new construction.
583.115 Grants for leasing.
583.120 Grants for supportive service costs.
583.125 Grants for operating costs.
583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.
583.135 Administrative costs.
583.140 Technical assistance.
583.145 Matching requirements.
583.150 Limitations on use of assistance.
583.155 Consolidated plan.

II. 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 Center's clinical pathways are geared toward the full spectrum of the client population and their needs. Services provided through the Oakwood Center are in line with the Center's new mission: to help clients build resiliency, facilitate recovery and achieve reintegration into the community by designing and delivering behavioral health care services that meet their needs and expectations.

Performance measures have been developed and are regularly monitored in all areas of care. The 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 Center also follows JCAHO and HCFA clinical standards and guidelines. The Center is accredited by JCAHO and is certified by HCFA.

III. PROGRAM DESCRIPTION

The Center seeks to serve all severely and persistently mentally ill residents of Palm Beach County who are in need of assistance with support services. One population that has historically been treatment-resistant and has had difficulty maintaining stable housing is the homeless mentally ill or dually diagnosed individual. By providing Case Management assistance and supportive services, the Center will assist this population in obtaining and maintaining permanent residences.

The Homeless Assertive Community Treatment Team staff will provide support to persons who have previously been homeless and are now ready to reside in a community setting. Persons served are assisted in selecting an apartment in the community. These apartments will be furnished and equipped. The Team provides Supportive Services to include but not be limited to: Case Management and Supportive Housing. Services available through the Center additionally are: Employment Counseling, Medication Management, Benefits Counseling, Group Therapy and Social Rehabilitation. Case Managers will monitor the treatment needed to meet the mental health needs of the homeless population that they are working with. Peer Counselors are available to oversee self-care skills, cleaning, grocery shopping, meal preparation, medication intake and any other related community services required by the persons served. Services will be available in the evenings and on weekends in addition to regular daytime activities.

Referrals will be received through the Homeless Outreach Teams, PATH Team, Haven House and HUD funded Transitional Housing Case Managers. All referrals must have documentation to verify the individual meets HUD's definition of homelessness as well as being severely mentally ill or dually diagnosed.

Benefits of the Homeless Assertive Community Treatment Team:

Increase skills in the area of independent living (cooking, shopping, house cleaning) through assistance at varying times of day and night and on weekends.

Increase involvement in community through work, school, vocational training, volunteer service, or outpatient treatment.

Help persons served develop acceptable daily routines and self-discipline.

To allow persons served to achieve their highest level of independence.

OAKWOOD CENTER OF THE PALM BEACHES, INC.

HOMELESS ASSERTIVE COMMUNITY TREATMENT TEAM PROGRAM

A. DIRECT COSTS

<u>Position Title</u>	<u>Annual Wage & Fringe Benefits</u>	<u>Months</u>	<u>FTE</u>	<u>Cost</u>
Department Head	\$79,800	12	.05	\$3,990
Case Manager/Supervisor	\$48,398	12	.45	\$26,022
Peer Counselors	\$17,680	12	2.5	\$44,200
Sub-Total				\$70,212

B. INDIRECT COSTS

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>MONTHS</u>	<u>AMOUNT</u>
Travel	In-County/Out-County	9	\$2,106
Staff Development	Conferences, In-service Training	9	\$1,000
Sub-Total			\$3,106

C. TOTAL COST

\$73,318

**MONTHLY EXPENDITURE REPORT
CASE MANAGEMENT SERVICES (ACT)**

Provider Name: _____

Date: _____

Contact Person: _____

<u>EXPENDITURE CATEGORIES</u>	<u>MONTHLY TOTAL</u>	<u>YEAR TO DATE TOTAL</u>
-------------------------------	----------------------	---------------------------

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	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) 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. 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.)	1.1 # of direct supervisors with 4-year degree and 2-year supervisory experience. Total # of direct supervisors 1.2 # of case managers with 4-year degree hired after January 1, 2004. Total # of case managers 1.3a # of current case managers with a 4-year degree prior to July 1, 2005. Total # of current case managers. 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.	<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	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.) <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 	2.1a # clients with initial bio-psychosocial assessment within 30 days or less. Total # of new clients 2.1b # of clients with initial eligibility review documented. Total # of new clients	<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	3.1 75% of intakes document client ethnicity 3.2 75% of intakes document client language 3.3 75% of intakes document highest level of education completed 3.4 75% of referrals made for non-English speaking clients and/or clients who have low English literacy reading skills, where appropriate.	3.1 # of intakes document client ethnicity Total # of new clients 3.2 # of intakes document client language Total # of new clients 3.3 # of intakes document highest level of education completed Total # of new clients	<ul style="list-style-type: none"> • Assessment Form

Standards of Care for Case Management Services

NO.	STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
				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.	
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.	<ul style="list-style-type: none"> 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.	<ul style="list-style-type: none"> 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

STANDARDS OF CARE FOR PALM BEACH COUNTY:

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

EMERGENCY SHELTER

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

TRANSITIONAL HOUSING

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

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

PERMANENT SUPPORTIVE HOUSING

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

A) ADMINISTRATION

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

B) PERSONNEL

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

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

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

C) OPERATIONS

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

I. EMERGENCY SHELTER STANDARDS:

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

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

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

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

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

HEALTH:

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

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

FOOD:

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

EQUIPMENT AND ENVIRONMENT:

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

SAFETY:

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

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

II. TRANSITIONAL HOUSING STANDARDS OF CARE:

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

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

The Core Functions of Transitional Housing are as follows:

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

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

HEALTH:

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

FOOD:

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

EQUIPMENT AND ENVIRONMENT:

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

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

SAFETY:

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

III. PERMANENT SUPPORTIVE HOUSING STANDARDS

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

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

The Core Functions of Permanent Supportive Housing are as follows:

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

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

HEALTH:

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

FOOD:

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

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

- 6) Each facility provides each person with at least a bed and a crib for infants whenever possible, and a blanket, all of which are clean and in good repair.
- 7) Each facility provides clients with reasonable access to public transportation
- 8) Each facility has laundry facilities available to residents or access to laundry facilities near by.
- 9) Each facility provides a dining area separate from the sleeping area.

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- 1) Each facility provides orientation to clients regarding an emergency plan covering hurricanes, fire, floods and other disasters as well as safety features.
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- 4) Each facility has a security plan to prevent theft and resident harm.
- 5) Each facility shall establish and enforce house rules governing use of alcohol, illegal use of controlled substances, fighting, and violent or inappropriate behavior.

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		INSURERS AFFORDING COVERAGE	NAIC #
OAKWOOD CENTER OF THE PALM BEACHES, INC. 1041 45TH ST W PALM BEACH FL 33407		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

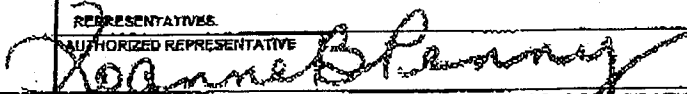
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSURANCE TYPE	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	CCL0001528	06/01/06	06/01/07	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$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	\$1,000,000 EA / \$3,000,000 AGG	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
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC				EMP BEN 3,000,000
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				AUTO ONLY - EA ACCIDENT \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$	
<input checked="" type="checkbox"/> COMP DED \$1,000				AGG \$	
<input checked="" type="checkbox"/> COLL DED \$1,000					
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS/UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	DEDUCTIBLE				
	RETENTION \$				
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2006334994	07/01/06	07/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT \$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$1,000,000
OTHER:					EL DISEASE - POLICY LIMIT \$1,000,000
C	FIDUCIARY LIAB	103590011	06/01/06	06/01/07	FID LIMIT \$500,000
B	D & O LIABILITY	OFS0049437	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 SERVCIES ARE LISTED AS ADDL INSUREDS TO THE GENERAL LIABILITY IN RESPECTS TO THE INSUREDS OPERATIONS.

RECEIVED
JUL 21 2006
FINANCIAL

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