



## 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>63,000</u>	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	<u>63,000</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In <sup>2007</sup> Proposed Budget: Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Dept. 148 Unit 1320 Obj. 3401  
 Program Code EM11 Program Code: 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]* 8-23-06  
 OFMB *[Signature]* 8/23/06 *AM* 8-17-06

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

### B. Legal Sufficiency:

*[Signature]* 8/28/06  
 Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

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

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

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and The Lord's Place 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- 2240502.

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 "B." 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 Sixty-Three Thousand Dollars (\$63,000) for services provided. The AGENCY will bill the COUNTY on a monthly basis, no later than

the 10<sup>th</sup> of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "C".

- A. Requests for Payment received from the AGENCY will be reviewed for authenticity and accuracy and approved by the Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work detailed in Exhibit "A".
- B. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "C".
- C. The AGENCY is obligated to provide the COUNTY with the properly completed Reimbursement Requests for all funds paid relative to this Contract no later than September 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 "D" and "E".
- G. Allow the COUNTY through its DIVISION to monitor AGENCY to assure adherence to Scope of Work as outlined in Exhibit "A".

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

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

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

The AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this contract.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.

- C. The complete financial audit report, including all items specified herein, shall be sent directly to:

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

- D. The AGENCY shall have all audits completed by an independent certified public accountant who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The accountant shall state that the audit complied with the applicable provisions noted above.
- E. The audit is due within nine (9) months after the end of the AGENCY's fiscal year.

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

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in number (1).
- D. In the statement specified in number (1), notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

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

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### **Article 14 - SUBCONTRACTING**

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

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

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

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

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

#### **ARTICLE 16 - TERMINATION**

This contract may be canceled by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.

- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

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

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

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

and if sent to the AGENCY shall be mailed to:

Suzanne Cabrera, Executive Director  
The Lord's Place  
P. O. Box 3265  
West Palm Beach, Florida 33402

#### **ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

ATTEST:

SHARON R. BOCK, Clerk  
and Comptroller

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

BOARD OF COUNTY COMMISSIONERS

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

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

WITNESS:

AGENCY:

Missie Malaney, MS, CAP  
Signature

The Lord's Place

Agency's Name Typed

Missie Malaney  
Name Typed

BY Suzanne P. Cabrera  
Signature

59-2240502  
Agency's Federal ID Number

Suzanne Cabrera

Agency's Signatory Name Typed

Executive Director  
Agency's Signatory Title Typed

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND CONDITIONS  
Department of Community Services

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

## **Exhibit A**

### **SCOPE OF WORK**

#### **DESCRIPTION OF SUPPORTIVE SERVICES FOR THE LORD'S PLACE AS OUTLINED IN EXHIBIT C:**

OPERATION JUMP-START 's purpose is to reduce the revolving door for chronic homeless single males through a low demand approach and extended emergency shelter up to 60 days.

Referrals will be received through the Homeless Outreach Team. The Homeless Outreach Team consists of a Division of Human Services Social Worker, Oakwood Center of the Palm Beaches Case Manager, and CARP Case Manager. The assessments completed by the Homeless Outreach Team will be included in the referral documentation.

Supportive Services as outlined in (**Exhibit B**) include the following:

Case Management: provide case management to 13 participants of Project Jump Start.

Case Management shall be on a cost reimbursement basis. The total dollar amount for Case Management is not to exceed \$ 63,000.

This position will be hired, supervised, trained by The Lord's Place. The Lord's Place employee must have knowledge of working with substance abuse along with the ability to readily interface with community homeless service providers. The Lord's Place Case Manager will be available Monday through Friday, 8 AM - 5 PM.

#### **STANDARDS OF CARE**

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

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

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

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

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

By the 10<sup>th</sup> of each month, the Provider must submit documentation of full time employment of Case Manager. The Provider must submit (**Exhibit D**) along with back up documentation sufficient to

establish the expense was incurred. **(Exhibit E)** must also be attached to any request for payment certifying these expenses.

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



## **OPERATION JUMP START PROPOSAL**

### **Agency History and Mission**

The Lord's Place, Inc. is a nonprofit, non-sectarian, 501 (c) (3) organization established and maintained in recognition of the community's moral obligation to assist its disadvantaged members and dedicated to restoring dignity and self-esteem to the homeless. The Lord's Place is committed to breaking the cycle of poverty and homelessness by providing housing, education and support services designed to promote self-sufficiency, self-reliance, and environment for families and individuals.

### **History**

The Lords Place is a grassroots organization that was founded in 1979 by Brother Joe Ranieri as a modest soup kitchen. It expanded to include a homeless shelter when Brother Joe decided that something had to be done about the homeless situation in Palm Beach County. To bring attention to the plight of the homeless and raise funds, he lived in a dumpster until the community raised enough money to build a shelter. In 1983, The Lord's Place opened a shelter in West Palm Beach. From this humble beginning, The Lord's Place has become one of South Florida's most important voices for the homeless.

Throughout the 1980's, The Lord's Place grew in size and prominence. As a result, The Lord's Place was able to increase its number of shelters from one to three. It opened two retail stores and created a retail-job-training program. All this took place under the guidance of a dedicated Board of Directors, volunteers and staff who gave time, money and their hearts to The Lord's Place.

In order to better serve the community and expand its services, The Lord's Place began collaborating with another homeless restoration agency, Café Joshua, in 1997. The organizations discovered their similar philosophies and missions. Café Joshua was looking for a facility for Joshua House, a shelter for homeless men in recovery, and The Lord's Place provide the site of its first shelter at a cost of \$1 per year. From that first collaboration came the incentive to work more closely, which resulted in a merger to the two agencies in April 2000. The merger provided exciting possibilities for addressing the needs of those less unfortunate and offering a "hand up" rather than a "hand out."

Today, The Lord's Place is one of South Florida's most innovative, cost effective and successful shelter programs, making lasting changes in many lives. The Lord's Place is a unique organization that offers homeless families and individuals a new beginning.

### **Program Description**

#### **Objective**

- To reduce the "revolving door" syndrome of chronic homeless single males by extending emergency shelter from thirty (30) to sixty (60) days.
- To educate and motivate participants towards change that will create self-sufficiency through an intensive day program.
- To evaluate the effectiveness of a low-demand program in engaging and creating change in the chronic homeless population.

## **Goal**

- Ninety percent (90%) of the participants will obtain all benefits as entitled.
- Ninety percent (90%) will identify and begin to address at least one issue that has contributed to their homelessness.
- Ninety percent (90%) of the participants who remain in the program for one (1) month will meet with a Job Coach and/or Goodwill Placement Counselor.
- Fifty (50%) of the participants who complete the program will have interviewed and/or gained employment at discharge.
- Thirty percent (30%) of the participants who complete the program will enter a two-year transitional housing program.

## **Program Criteria & Design**

### **Criteria for Admission**

- History of multiple episodes of homelessness
- Single male expressing a desire to look at possible cause(s) for their homelessness
- Willing and able to consistently attend a day intervention program five (5) days a week for eight (8) weeks
- Capable of functioning in a group setting
- Willing to abstain from alcohol and drugs

### **Day, Hours, Length, Capacity of Program**

- Monday through Friday from 9:00 a.m. to 1:30 p.m.
- Eight (8) weeks
- Ten to Thirteen (10-13) participates
- Open group format

### **Services Provided**

- Psychosocial Assessment (collaboration with the Homeless Outreach Team)
- Case Management
- On-Site Goodwill Job Placement Services (collaboration with Gulfstream Goodwill Industries)
- Job Coach/Employment Mentor
- Psychoeducational Lectures (communication skills, problem-solving, social & recreational counseling, anger management, conflict resolution, assertiveness, relaxation, expressing feelings, etc.)
- Referrals
- Transportation
- Food

## **UNDERLYING PHILOSOPHY & THEORIES OF THE PROGRAM**

### **NON-DIRECTIVE, CLIENT-CENTERED THEORIES**

- **Stages of Change** - suggests that individuals or groups pass through six stages when changing behavior: precontemplation, contemplation, preparation, action, maintenance, and termination. Each one of these phases or "stages" describes an individual's attitude toward behavior change. No one stage is any more or less important than another. Efficient change depends on doing the right things at the right times. These stages are not linear; individuals move back and forth fluidly between stages, and relapse to a prior stage is always possible. Understanding an individual's readiness to make change, appreciating barriers to change and helping individuals anticipate

relapse can improve the individual's satisfaction and lower the helper's frustration during the change process.

- **Motivational Interviewing (MI)** – method of eliciting information in a manner that helps people to recognize problems and helps to motivate them to take action on present or potential problems. Techniques are particularly useful for individuals that are reluctant or ambivalent about seeking help. Characteristics of Motivational Interview: more persuasive than coercive, more supportive than argumentative, seeks to create a positive atmosphere to promote change, goal is to increase intrinsic motivation, and process requires a strong sense of purpose, clear strategies and skills and a good sense of timing.
- **Harm Reduction (HR)** - views people as responsible for their own choices. They are helped “where they are” and moved from there in small manageable steps to increasing levels of improved self-care, health, safety, and well-being. By allowing participants to set their own goals and to continue to provide support and assistance as their goals change over time, harm reduction therapy is consumer-oriented with a focus on informed choice and a partnership approach between case manager and participant. It embodies the “low-threshold” principle of harm reduction, in which traditional barriers to seeking help are removed.
- **Community Reinforcement Approach (CRA)** – the basic premise of the community reinforcement approach is that homelessness does not occur in a vacuum, that it is highly influenced by marital, family, social, and economic factors. CRA attempts to help the individual improve his or her life in all of these areas. Thus, a CRA program will typically include at least the following components: (1) communications skills training; (2) problem-solving training; (3) help finding employment; (4) social counseling; and (5) recreational counseling.
- **Social Skills Training (SST)** – The basic premise of social skills training is that homeless participants lack basic skill in dealing with work, family, and interpersonal relationships, as well as in dealing with their own emotions. Thus they benefit from skills training in communications, anger management, conflict resolution, assertiveness, relaxation, expressing feelings constructively, et al.

**THE LORD'S PLACE**  
**CASE MANAGEMENT**  
**Operation JumpStart**  
October 1, 2006 - SEPTEMBER 30, 2007

ACCT. DIST:

BUDGET ITEM		Amended Budget	Revised Budget	BALANCE
SALARIES AND WAGES				
Case Manager (1 FTE)		37,131.50		-
Benefits		10,643.36		-
Payroll Tax .0765	2,840.56			
Health 431.20x6, 474.10x6	5,433.12			
Dental & Disability	1,026.12			
Life	147.96			
Worker's Comp	875.00			
SUTA	320.60			
		\$ 47,774.86		
Administrative Supervision		\$ 6,600.00		
Food Vouchers		3,000.00		
Utilities		3,000.00		
Client Supplies		2,625.14		
		8,625.14		
TOTAL		63,000.00	0.00	-

Cumulative Totals

MONTHLY EXPENDITURE REPORT  
CASE MANAGEMENT SERVICES (ACT)

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

EXPENDITURE CATEGORIES      MONTHLY TOTAL      YEAR TO DATE TOTAL

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

PERSONNEL SERVICES

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

EXPENSES

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

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

_____	_____	_____
Signature	Title	Date

**Exhibit E**

Date \_\_\_\_\_

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

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

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

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

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

## Standards of Care for Case Management Services

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

Standards of Care for Case Management Services

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



## Standards of Care for Case Management Services

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR LB  
LORDS-1

DATE (MM/DD/YYYY)  
07/23/06

## PRODUCER

Atlantic Pacific Insurance-PBC  
11382 Prosperity Farms, #123  
Palm Beach Gardens FL 33410  
Phone: 800-538-0487 Fax: 561-626-3153

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

The Lord's Place, Inc.  
c/o Director of Finance  
P.O. Box 3265  
West Palm Beach FL 33402-3253

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Kingsfield Employee Ins. Co.  
INSURER B: Philadelphia Insurance Co. 23850  
INSURER C: Progressive Express 02962  
INSURER D:  
INSURER E:

## COVERAGES

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

NEW YORK LTR. REG.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B X	GENERAL LIABILITY	PHPK169550	05/03/06	05/03/07	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				LIABILITIES TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$1,000,000
C	GENL AGGREGATE LIMIT APPLIES PER:	06255907-2	07/22/06	07/22/07	GENERAL AGGREGATE \$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$3,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AGG \$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
	EXCESSUMBRELLA LIABILITY				AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
A	<input type="checkbox"/> DUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS DIF-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT \$100000
B	If yes, describe under SPECIAL PROVISIONS below	830-28862	04/01/06	04/01/07	EL DISEASE - EA EMPLOYEE \$100000
	OTHER				EL DISEASE - POLICY LIMIT \$500000
	Director & Officer				
	Fidelity Bond				
B	PHSD180062	PHPK169550	05/03/06	05/03/07	3,000,000
			05/03/06	05/03/07	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are shown as additional insured regarding the operations of the insured.

## CERTIFICATE HOLDER

Palm Beach County Dept  
of Community Services  
Att. Contract Monitor  
810 Datura Street  
West Palm Beach FL 33402

PBCCSD

## 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

Gregory J. Bell, Inc. *Gregory J. Bell*