



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>60,000</u>	_____	_____	_____
External Revenue	_____	<u>60,000</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	_____	_____
<b># ADDITIONAL FTS POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

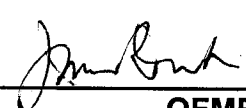

Is Item Included In Current Budget: Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund 0001 Dept. 148 Unit 1351 Obj. 3401  
 Program Code: HC11 Program Period: GY06

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

Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

 2-14-07  
 OFMB TM 02/14/07 CN 2/14/07  
 2/16/07  
 Contract Dev. and Control

**B. Legal Sufficiency:**

*Not all insurance in place. Must be in place before services rendered.*

 2/20/07  
 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 The Salvation Army, A Georgia Corporation 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 58-0660607.

Whereas the AGENCY has proposed providing Transitional Housing 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 November 01, 2006 and complete services on June 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 Twenty Five Thousand Dollars (\$25,000) 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 "B".

- 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 "B".
- 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 June 30, 2007. Any amounts not submitted by June 30, 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, and where applicable, appropriately licensed personnel.

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, as per federal, state, and local Civil Rights Laws. Where applicable, if religious affiliation is a bone fide occupational qualification (BFOQ), such restriction shall be allowed.

## **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 "C" and "D".
- 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:

- F. Stop work on the date and to the extent specified.
- G. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- H. 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.
- I. Continue and complete all parts of the work that have not been terminated.
- J. 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:

Shelia Smith, Executive Director  
Salvation Army, Center of Hope  
1577 North Military Trail  
West Palm Beach, Florida 33409

**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.

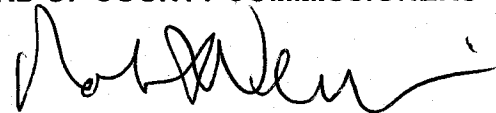
ATTEST:

SHARON R. BOCK, Clerk  
and comptroller

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

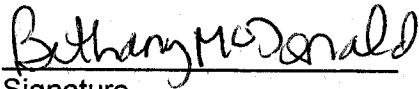
BOARD OF COUNTY COMMISSIONERS

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

BY:   
Robert Weisman, County Administrator

WITNESS:

AGENCY:

  
Signature

THE Salvation Army, A Georgia Corporation  
Agency's Name Typed

BETHANY JO McDONALD  
Name Typed

BY    
Signature

58-0660607  
Agency's Federal ID Number

H. AL WARD  
Agency's Signatory Name Typed

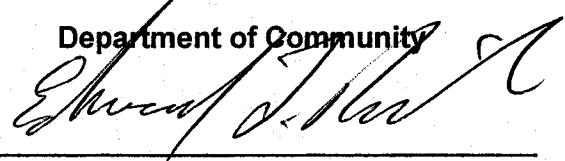
TREASURER  
Agency's Signatory Title Typed

APPROVED AS TO FORM AND  
CONDITIONS  
LEGAL SUFFICIENCY  
Services

APPROVED AS TO TERMS AND

  
Assistant County Attorney

Department of Community

By:   
Edward L. Rich, Director

**SCOPE OF WORK**

**BACKGROUND INFORMATION:**

This contract is being developed as a result of the award of a grant from the State of Florida, Department of Children and Families, Office on Homelessness to address homelessness.

**DESCRIPTION OF TRANSITIONAL HOUSING FOR SALVATION ARMY CENTER OF HOPE AS OUTLINED IN EXHIBIT B:**

Transitional Housing is defined as the following:

Housing and Support Services to homeless individuals for the primary purpose of preparing them for self-sufficiency in permanent housing. Included with the housing are essential services to include but not be limited to: case management, mental health and/or substance abuse treatment or rehabilitative support, vocational opportunities, job counseling, linkage and referral to external services, transportation and housing placement assistance.

These services will only be provided to residents of Palm Beach County. This service is only provided once during the contract year.

The proposal submitted by Salvation Army Center of Hope (**Exhibit B**) outlines the program and responsibilities of the program and history of the agency. A total of 75 individuals will be served during the contract period.

Transitional Housing services shall be on a unit cost-reimbursement model. The total dollar amount for Transitional Housing services is not to exceed \$25,000. Please refer to (**Exhibit B**) for the cost reimbursement budget.

**STANDARDS OF CARE**

Transitional Housing /Case Management must comply with the Transitional Housing /Case Management Standards of Care for Homeless Services (**Exhibit E & F**).

**MONITORING / REPORTING:**

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

Monitoring of Transitional services will be completed by the County annually.

**BILLING / PAYMENTS:**

By the 10<sup>th</sup> of each month, the Provider must submit documentation of rental and utility assistance paid. The Provider must submit (**Exhibit C & D**) along with back up documentation sufficient to establish the expense was incurred.

All invoice billings for services relative to this agreement must be submitted to Human Services by the 10<sup>th</sup> of each month with the final bill due by June 30, 2007.

Agency Description

The Salvation Army Center of Hope offers up to two years of transitional housing for single adult homeless men and women, with preference given to veterans and chronic homeless. In addition to meeting the basic shelter, food and personal care needs of residents, the Center of Hope provides an array of onsite educational and support services. The Center of Hope has been in operation since 2000 and has received a HUD Best Practice award. The residential facility is located on an 8.5 acre campus-like setting, with amenities that include a playground, pond, playing fields and picnic areas. The facility is equipped with a commercial kitchen, congregate dining room, chemical dependency meeting rooms, laundry rooms, lounge areas, gym, computer lab, classrooms, and staff offices.

Services Currently Offered

The Center of Hope offers a full range of classes, which residents are required to attend. They include adult education, life skills, anger management, prevention, solution focus, spiritual awareness, principles, drug education, recovery support, nutrition, and fitness. The Center of Hope is a Therapeutic Community, and residents also participate in weekly "TC" and House meetings. NA and AA meetings are held onsite four days per week. Case managers assess the needs of each resident and assist them to obtain benefits (i.e. food stamps, disability, Health Care District), medical care and medications. Case managers also assist clients with goal planning and follow through, job search strategies, retaining employment, and obtaining permanent housing upon exit from the program. The Center of Hope contracts with a licensed agency, Addictions Research & Consulting Corporation, to provide our educational classes. A.R.C.C. also provides therapeutic services to residents, including groups and individual counseling.

Description of Services to be Provided

Through funding from the Challenge Grant, the Salvation Army Center of Hope will provide housing and case management for 75 residents. (PLEASE NOTE: This is a minimum number of clients to be served; more may be served based on individual length of stay). Housing will include sleeping accommodations, three meals daily, and personal care supplies. Case management services will include assessment, development and monitoring of short and long term plans, job search assistance, and housing placement assistance.

Goal / Performance Measures

- 75 homeless individuals will receive transitional housing
- 75 (100%) will be entered into the CMIS (Service Point) database
- 70 (93%) will receive case management services
- 60 (80%) will complete the first thirty day phase of the program

Budget

\$25,000      75 Residents at \$6 per day not to exceed \$25,000



**Exhibit C**

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)



**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.

**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.

## Exhibit E4

- 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 who 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.

**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 clients 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,



## Exhibit E6

- 6) including substance abuse, or referral to out-patient treatment for same, and /or on and off site support groups and/or activities.
- 7) **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.
- 8) **Outplacement** to appropriate housing opportunities in the Continuum of Care or in the local affordable housing market.
- 9) **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.

## Exhibit E7

- 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.

**PERMANENT SUPPORTIVE HOUSING STANDARDS**

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

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

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

- 1) **Housing** must be offered to homeless individuals and families that is appropriate to the exhibited needs of the individual or family and must include supportive services necessary to maintain residential and personal stability.
- 2) **Case Management Standards** must be adhered to and must include a comprehensive assessment of the family and the currently social, economic and health (including mental health and substance abuse) and employment/educational evaluation.
- 3) **Development of Individualized Continuum of Care Plans** which describe the clients need for supportive services and establishes a service/referral plan.
- 4) **Linkage and Referral** to external supportive service including but not limited to benefit programs, care and/or other support services related to physical and mental health, including substance abuse, education/vocational opportunities, job counseling, training and placements, child care and transportation necessary to maintain permanent housing.

**HEALTH:**

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

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

**FOOD:**

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

**EQUIPMENT AND ENVIRONMENT:**

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

**Exhibit E10**

- 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.

## 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 1 1/2 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 1 1/2 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**

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.	<ul style="list-style-type: none"> <li>• Service Plans</li> </ul>
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"> <li>• Client Chart/Record</li> </ul>

# Standards of Care for Case Management Services

EXHIBIT F 2

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

DATE (MM/DD/YY)  
09/26/2006

PRODUCER  
Serial # 101979  
CHESTERFIELD INSURANCE AGENCY, INC  
P.O. BOX 237  
GREEN, OHIO 44232-0237

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.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ZURICH AMERICAN INS. CO	16535
INSURER B: THE SALVATION ARMY RISK TRUST	
INSURER C: THE SALVATION ARMY, A GA CORP.	
INSURER D: AMERICAN ZURICH INS. CO.	40142
INSURER E:	

INSURED  
THE SALVATION ARMY, A GEORGIA CORP.  
1424 NORTHEAST EXPRESSWAY  
ATLANTA, GA 30329-2088

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SELF INSURED RETENTION	10/01/06	10/01/07	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TAP 9300525-05	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 500,000	TRUST #1957850	10/01/06	10/01/07	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 9300999-05	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER AUTO LIABILITY EXCESS	SELF INSURED RETENTION	10/01/06	10/01/07	\$400,000 XS OF \$100,000

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

THE SALVATION ARMY WEST PALM BEACH FLORIDA CHALLENGE GRANT

ALSO LISTED AS ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IT'S OFFICERS, EMPLOYEES AND AGENTS

## CERTIFICATE HOLDER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
C/O DEPT. OF COMMUNITY SERVICES  
DIVISION OF HUMAN SERVICES  
810 DATURA STREET  
WEST PALM BEACH, FLORIDA

## 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

*Susan M. Hamilton*



## **THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS**

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:  
May 1996

## 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 Children's Case Management Organization, 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 65-0166352.

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 November 01, 2006 and complete services on June 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 Ten Thousand Dollars (\$10,000) 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 "B".

- 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 "B".
- 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 June 30, 2007. Any amounts not submitted by June 30, 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 "C" and "D".



- 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:

- F. Stop work on the date and to the extent specified.
- G. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- H. 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.
- I. Continue and complete all parts of the work that have not been terminated.
- J. 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:

Julie Swindler, Executive Director  
Children's Case Management Organization, Inc.  
1720 East Tiffany Drive  
West Palm Beach, Florida 33407

**ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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

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

ATTEST:

SHARON R. BOCK, Clerk  
and comptroller

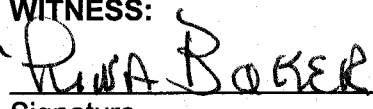
PALM BEACH COUNTY, FLORIDA,  
Political Subdivision of the State of  
Florida

BOARD OF COUNTY COMMISSIONERS

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

BY:   
Robert Weisman, County Administrator


WITNESS:

  
Signature

AGENCY:

Children's Case Management Organization, Inc.  
Agency's Name Typed

Nina Baker  
Name Typed

BY   
Signature

65-0166352  
Agency's Federal ID Number

Julie Swindler  
Agency's Signatory Name Typed

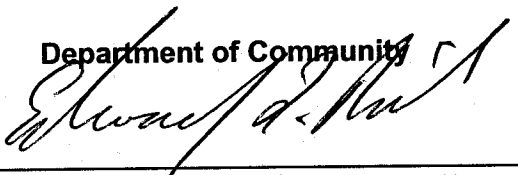
Executive Director  
Agency's Signatory Title Typed

APPROVED AS TO FORM AND  
CONDITIONS  
LEGAL SUFFICIENCY  
Services

  
Assistant County Attorney

APPROVED AS TO TERMS AND

Department of Community

By:   
Edward L. Rich, Director

**SCOPE OF WORK**

**BACKGROUND INFORMATION:**

This contract is being developed as a result of the award of a grant from the State of Florida, Department of Children and Families, Office on Homelessness to address homeless prevention.

**DESCRIPTION OF HOMELESS PREVENTION FOR CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC. AS OUTLINED IN EXHIBIT B:**

The purpose of HOMELESS PREVENTION to be provided by Children's Case Management Organization, Inc. is to offer the following assistance:

**Rent Assistance:** First month's rent to obtain an apartment or payment of rent to avoid eviction. Documentation required for rent assistance includes landlord verification of rental amount, client information as to reason for need and income verification to meet future rent payments.

**Utility Assistance:** Past due or current bills within five business days of due date to include electricity and water. Documentation required for utility assistance includes past due or current bill, client information as to reason for need and income verification to meet future utility payments.

Case managers will be assigned to a family requesting rent or utility assistance to conduct an assessment, process rent or utility assistance and provide or refer for services such as budget and employment counseling. These services will only be provided to residents of Palm Beach County. This service is only provided once during the contract year.

The proposal submitted by Children's Case Management Organization (**Exhibit B**) outlines the program and responsibilities of the program and history of the agency. A total of 25 families will be served during the contract period.

Homeless Prevention services shall be on a cost-reimbursement model. The total dollar amount for Homeless Prevention services is not to exceed \$10,000. Please refer to (**Exhibit B**) for the cost reimbursement budget.

**STANDARDS OF CARE**

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

**MONITORING / REPORTING:**

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

Monitoring of Homeless Prevention services will be completed by the County annually.

**BILLING / PAYMENTS:**

By the 10<sup>th</sup> of each month, the Provider must submit documentation of rental and utility assistance paid. The Provider must submit (**Exhibit C & D**) along with back up documentation sufficient to establish the expense was incurred.

All invoice billings for services relative to this agreement must be submitted to Human Services by the 10<sup>th</sup> of each month with the final bill due by June 30, 2007.

**CHILDREN'S CASE MANAGEMENT ORGANIZATION, INC.  
DBA as FAMILIES FIRST OF PALM BEACH COUNTY  
CHALLENGE GRANT**

**Agency Description and Services:**

Families First of Palm Beach County is a private non-profit agency, funded by several sources, to provide family-centered independent service coordination to families who are identified as "at risk" because of the following characteristics: medical-complex needs, substance abuse, homeless or on the verge of homelessness, HIV, poor parenting skills, limited coping skills, abuse and/or neglect issues, domestic violence.

Families First began providing family support services in Palm Beach County on April 2, 1990 to those families who had children, newborn to age three, at risk for disability. The focus of Families First has been on early intervention to minimize the potential for further developmental delays, and maximize the full developmental potential for each child. Families First has also been successful in preventing further disabilities, by providing support services to those families who have children that were at risk due to severe medical complications, abuse and neglect, or violent living conditions.

During October 1994, Families First was asked to provide coordination for the Family Self-Sufficiency Program (F.S.S.P.). This program was initiated by HUD to assist families receiving public housing whom desire to be self-sufficient, improve their living conditions and exit the welfare system. F.S.S.P. assists the family to achieve their goals by accessing support services. Families are empowered through education and job training efforts, and work collaboratively with supporting agencies.

In October 1997, this program joined collaboratively with MAD DADS, which is a community-based program. The neighbors in the community renamed the program to Project Connect. This program works intensively with families as well as provides outreach programming for family members through the Village Center Concept. Some of the ongoing programs are as follows: after school programs, homework assistance, tutorial programs, drill teams, basketball, choir, family service coordination, individual-family-group therapy. This program actively works with the Village Academy, which is a community-based school. In October 2001, this model became the Beacon School Project which is a neighborhood resource center. In July 2004, Families First joined in the collaborative with Community Child Care to run the Beacon at Village Academy. The new name of this project is Community Child Care Beacon Center.

The Bright Beginnings Home Visitation Program began in January 1998 and works with pregnant and parenting families to provide early intervention services for families to assist them with family stabilization and self-sufficiency. The goal of this program is to increase healthier outcomes for children so that they can develop in a healthy, happy and safe environment.

In January 1999, Families First received funding from the Health Department to provide one Outreach Worker, to locate women who are pregnant and are substance abusing, HIV+, or at risk of HIV, to try and assist these women in accessing services to meet their appropriate needs. The Targeted Outreach for Pregnant Women (TOPWA) program presently has five full-time Outreach Workers. All Families First Outreach Workers connect with shelters, clinics, community centers, parks, jails, substance abuse centers and community-based organizations in order to provide services to the most at-risk population.



## Exhibit B1

In September 2002, Families First implemented the Kin Support Project which is a collaborative with the Legal Aid Society of Palm Beach County, Barry University School of Social Work and Florida Atlantic

University. This project provides case management services for children who are in the custody of a relative caregiver. Legal services are provided by Legal Aid Society of Palm Beach County, Inc. for legal services and litigation when needed.

In October 2002, Families First implemented the Families Building Solutions Program in Lake Worth, West Palm Beach and Riviera Beach. This project utilizes a family empowerment model and the solution-focused approach in working with families.

In July 2005, Families First added a Therapist position for the Women's Health Initiative to provide therapy for women suffering from pre and post partum depression and who reside in the zip codes 33404 and 33401.

In July 2005, Families First began receiving funding from United Way to provide cultural activities in three community centers through the Family Empowerment Coalition located at the Families First office in West Palm Beach, Adopt-A-Family in Lake Worth, and Noah Building Blocks in Belle Glade. United Way also is supporting partial payment of a social worker to provide case management as well as individual, family, and group therapy for families served by the Community Child Care Center.

In September 2006, Families First will be providing case management services through the Prosperity Center, a one-stop resource center to provide self-sufficiency services for families.

Families First provides case management services through all of its programs.

### **Specific Proposal Description**

Families First of Palm Beach County will provide rent assistance combined with case management services. Rent assistance will be in the form of first month's rent to obtain an apartment or payment of rent to avoid eviction. Documentation will be received from the landlord regarding the amount of rent due and information from client to determine the reason for need and to ensure that income is adequate to make future rent payments. Families First will pay for past-due utility bills or current bills within the five business days of its due date, which includes electricity or water. Case Managers will conduct an assessment, process rent assistance, and provide or refer to related services such as budget and employment counseling. Families First will provide services throughout Palm Beach County.

### **Goal/Performance Measures**

#### **Homeless Prevention: Families First of Palm Beach County**

25 families will receive case management services and direct assistance to prevent or end homelessness

25 (100%) will be entered into the CMIS (Service Point) database

25 (100%) will receive rent or utility assistance to prevent or end homelessness and will provide documentation of income adequate to maintain housing

### **Budget**

**\$10,000.00** Homeless Prevention – Families First of Palm Beach County  
Rent assistance up to \$750.00 x 11 families  
Utility assistance up to \$125.00 x 14 families

**Exhibit C**

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)

## MONTHLY EXPENDITURE REPORT

**Provider Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

EXPENDITURE CATEGORIES	MONTHLY TOTAL	YEAR-TO-DATE TOTAL
<b>PERSONNEL SERVICES (TOTAL)</b> <i>Salaries Including Fringe</i>	\$	\$
<b>EXPENSES</b>		
a. Rent		
b. Telephone		
c. Office Supplies		
d. Insurance		
e. Professional Services		
f. Travel		
g. Utilities		
h. Repairs/Maintenance		
i. Elec. Data Processing		
j. Postage		
k. Printing/Copying		
l. Auto. Fuels/Lub.		
m. Other Equipment Rent		
n. Food		
o. Medical Supplies		
p. Depreciation		
q. Security Deposits		
r. Administration		
s. Other (Specify)		
1.		
2.		
<b>Total Expenses</b>	\$	\$
<b>GRAND TOTAL</b>	\$	\$

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 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**

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"> <li>• Service Plans</li> </ul>
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"> <li>• Client Chart/Record</li> </ul>

## 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>

# CERTIFICATE OF INSURANCE

AMERICAN HOME ASSURANCE CO.

C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:

Blanket Coverage

CHILDREN'S CASE  
MANAGEMENT ORGANIZATION,  
INC.  
1720 E. TIFFANY DR., #101  
WEST PALM BEACH FL 33407

Type of Work Covered: SOCIAL SERVICE AGENCY

Location of Operations:  
(If different than address listed above)

Claim History:

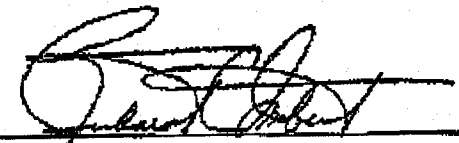
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SSA-6905852	12/01/05	12/01/06	1,000,000 1,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE COMPANY WILL NOTIFY THE CERTIFICATE HOLDER/ADDITIONAL INSURED OF ANY TERMINATION OF COVERAGE AND FAILURE TO RENEW WITHIN 30 DAYS, HOWEVER, FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY OR THE UNDERSIGNED.

This Certificate Issued to:

Name: PALM BEACH COUNTY BOARD OF COUNTY COMSRS  
C/O DEPT OF COMM SVCS  
Address: DIVISION OF HUMAN SVCS  
810 DATURA ST STE 350  
WEST PALM BEACH FL 33401

  
Authorized Representative

SEP. 19. 2006 11:00AM

AMERICAN PROF. AGEN.

NO. 5650 P. 2



**AMERICAN PROFESSIONAL AGENCY, INC.**  
Program Administrator

September 19, 2006

Palm Beach Cnty Bd of Cnty  
Commrs C/O Dept of Cmnty  
Svs Dv of Human Svcs  
West Palm Beach FL 33401

RE: Children's Case Management Organization, Inc.  
Policy No.: SSA-6905852  
Account No.: FL-6CAS172-0A

Dear Client:

This is in regards to the above captioned Social Service Agency Professional Liability Policy, through American Home Assurance Company.

This letter will serve to confirm that the above captioned policy is written on an Occurrence Basis, rather than a Claims Made Basis.

Should you have any questions regarding this matter, please feel free to contact this office.

Very truly yours,



Laura J. Hebenstreit  
Senior Underwriter



**ACORD CERTIFICATE OF LIABILITY INSURANCE**

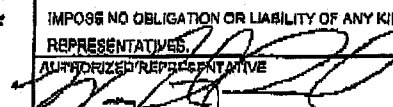
DATE (MM/DD/YY)  
09/07/2006

<b>PRODUCER</b> RIVARD INSURANCE AGENCY 3350 10TH AVENUE NORTH SUITE 1 LAKE WORTH, FL. 33463 561-439-0900		Serial #	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> CHILDRENS CASE MANAGEMENT ORGANIZATION INC 1720 EAST TIFFANY DRIVE, STE 1 WEST PALM BEACH, FL 33407		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: NATIONWIDE MUTUAL FIRE	
		INSURER B: CITIZENS PROPERTY INSURANCE	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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

INSR	AGG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	77BO719720-3001	5/1/06	5/1/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,00 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	77BO719720-3001	5/1/06	5/1/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> NO STATE/TERRITORY LIMITS <input type="checkbox"/> PER PER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B		OTHER WIND	1360103	5/20/06	5/20/07	COVERAGE - \$455,000 COMBINED LOCATIONS TOTAL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON POLICY#77BO719720-3001 SUBJECT TO THE PROVISIONS OF ENDORSEMENT CA\$6016


<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O DEPT OF COMMUNITY SERVICES, DIVISION OF HUMAN SERVICES 810 DATURA STREET, SUITE 350 WEST PALM BEACH, FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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  MARTIN G. RIVARD
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<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID PS CHLD-2	DATE (MM/DD/YYYY) 09/11/06
<b>PRODUCER</b>  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.		
<b>INSURED</b>  Childrens Case Management Organization, Inc. 1720 E. Tiffany Drive Ste 101 West Palm Beach FL 33407	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Florida Retail Federation INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     	

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTR - COM/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	052027772	03/11/06	03/11/07	INC STATE TOBY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
		<b>OTHER</b>				

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

<b>CERTIFICATE HOLDER</b>  Palm Beach Cnty Board of Comm ssioners c/o Dept of Community Svcs Div of Human Services 810 Datura Street Suite #350 West Palm Beach FL 33401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 Newnan Insurance, Inc 
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## 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 Operation Hope, 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 65-0171969.

Whereas the AGENCY has proposed providing Emergency 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 November 01, 2006 and complete services on June 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 Twenty Five Thousand Dollars (\$25,000) 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 "B".

- 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 "B".
- 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 June 30, 2007. Any amounts not submitted by June 30, 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 "C" and "D".



- 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:

- F. Stop work on the date and to the extent specified.
- G. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- H. 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.
- I. Continue and complete all parts of the work that have not been terminated.
- J. 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:

Kenneth L. Bowers, Executive Director  
Operation Hope, Inc.  
2100 45<sup>th</sup> Street # A-4  
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.

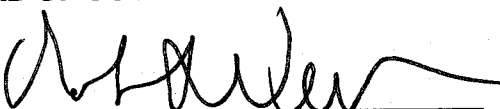
**ATTEST:**

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

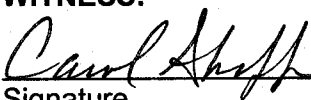
**PALM BEACH COUNTY, FLORIDA,  
Political Subdivision of the State of  
Florida**

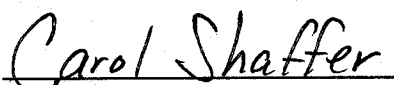
**BOARD OF COUNTY COMMISSIONERS**

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

BY:   
Robert Weisman, County Administrator

**WITNESS:**

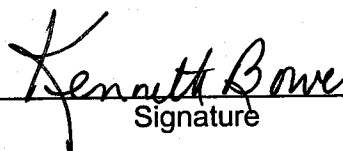
  
Signature

  
Name Typed

65-0171969  
Agency's Federal ID Number

**AGENCY:**

Operation Hope, Inc.  
Agency's Name Typed

BY:   
Signature

Kenneth L. Bowers  
Agency's Signatory Name Typed

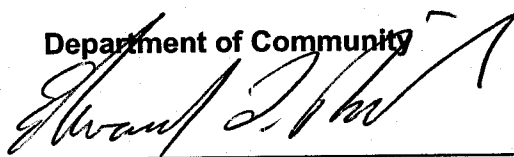
Executive Director  
Agency's Signatory Title Typed

**APPROVED AS TO FORM AND  
CONDITIONS  
LEGAL SUFFICIENCY  
Services**

  
Assistant County Attorney

**APPROVED AS TO TERMS AND**

**Department of Community**

By:   
Edward L. Rich, Director

**SCOPE OF WORK**

**BACKGROUND INFORMATION:**

This contract is being developed as a result of the award of a grant from the State of Florida, Department of Children and Families, Office on Homelessness to address homelessness.

**DESCRIPTION OF EMERGENCY SHELTER FOR OPERATION HOPE AS OUTLINED IN EXHIBIT B:**

EMERGENCY SHELTER is defined as the following:

Any facility for which the primary purpose is to provide temporary or transitional shelter for homeless individuals/families. Included with the housing are essential services to include but not be limited to: case management, benefits programs, in-patient or out-patient mental health or substance abuse treatment or support groups, vocational opportunities, job counseling, training and placement, child care , legal services and transportation.

These services will only be provided to residents of Palm Beach County. This service is only provided once during the contract year.

The proposal submitted by Operation Hope (**Exhibit B**) outlines the program and responsibilities of the program and history of the agency. A total of 30 individuals/families will be served during the contract period.

Emergency Shelter services shall be on a cost-reimbursement model. The total dollar amount for Emergency Shelter services is not to exceed \$25,000. Please refer to (**Exhibit B**) for the cost reimbursement budget.

**STANDARDS OF CARE**

Emergency Shelter /Case Management must comply with the Emergency Shelter /Case Management Standards of Care for Homeless Services (**Exhibit E & F**).

**MONITORING / REPORTING:**

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

Monitoring of Emergency Shelter services will be completed by the County annually.

**BILLING / PAYMENTS:**

By the 10<sup>th</sup> of each month, the Provider must submit documentation of rental and utility assistance paid. The Provider must submit (**Exhibit C & D**) along with back up documentation sufficient to establish the expense was incurred.

All invoice billings for services relative to this agreement must be submitted to Human Services by the 10<sup>th</sup> of each month with the final bill due by June 30, 2007.

**Legal Name:** Operation Hope, Inc.

**Tax ID Number:** 65-0171969

**1. Proposal:**

**a. Agency Description:**

Mr. Kenneth L. Bowers, executive director, founded Operation Hope in 1989. Mr. Bowers started the organization after seeing an elderly couple eating out of a garbage can behind a Dunkin' Donuts. Moved with compassion, Mr. Bowers extended a "hand of hope" by offering the couple food and a place to sleep. From there, Operation Hope, Inc. was born. The organization was incorporated Sept. 25, 1997, and received its 501© (3) designation the following year. Operation Hope opened its current emergency shelter, Project Helping Others Meet their Expectations, for homeless women and children in 1998. Operation Hope provides emergency shelter to single women and single women with dependent children in the 12-room facility, located in Riviera Beach, Fla., for up to 90 days. In 2002, Operation Hope opened Rebirth House, an emergency and long-term housing facility, located in Mangonia Park, Fla., for homeless, single men. The facility can house up to 22 homeless men without dependent children. The men live in a group-home setting. Operation Hope also is in the process of building a 15-unit group home facility for homeless, single women, especially those with disabilities. In 2004, Operation Hope began a second permanent housing program that will provides permanent housing to families affected by chronic substance abuse, mental illness and/or HIV/AIDS. This HUD-funded program allows Operation Hope to place homeless individuals and families in two- and three-bedroom apartments. The residents live independently, but also receive life skills training, substance abuse and mental health assessment and treatment referral, and linkage and referral to mainstream resources.

In addition to providing housing to the homeless, Operation Hope has worked with HIV/AIDS clients and also conducts a summer camp for homeless and disadvantaged children and youth, and annual Thanksgiving and Christmas toy drives. Homework assistance and tutoring also are available for children staying in the shelter.



**b. Services currently offered by the agency:**

**Project Helping Others Meet their Expectations**  
3501 Old Dixie Hwy.  
Riviera Beach, FL 33404  
561-848-4512 (Office)  
561-844-4772 (Fax)

Project HOME is an emergency shelter program that provides emergency shelter to homeless single women without dependent children and homeless single women with dependent children for 30 to 90 days. The shelter is one of a few programs in Palm Beach County that provides emergency shelter to women and children. The facility is equipped with kitchen, dining room, conference room, offices, patio and playground. Residents receive meals, case management, mental health and substance abuse assessment and life skills training. Upon entering the shelter, Operation Hope provides residents with bedding, linen, personal toiletries and towels. Clients are then assessed as to their basic needs and an Individual/Family Action Plan is established. Clothing and food are available through Operation Hope's thrift store, Somewhere In Time Thrift Store, in Lake Park.

Annually, Operation Hope provides emergency shelter to 100 women plus 70 children. Since its incorporation, Operation Hope has served more than 1,700 women and children in its emergency shelter program.

Rebirth House  
1120 48<sup>th</sup> St.  
Mangonia Park, FL 33407  
(561) 842-2260 (Office)  
(561) 842-2872 (Fax)

Rebirth House is a permanent supportive housing facility for homeless, single men including veterans and those with disabilities. This permanent supportive group home facility is an oasis for men who are homeless and/or receive some sort of income or are working, but have no place to live, and may need some supportive services before obtaining permanent housing. This facility will assist single, homeless men with preference given to veterans, those with mental or physical disabilities and persons with HIV/AIDS. Residents live as independently as possible in a supportive environment where they can gain residential stability, increased skill level and/or income and greater self-determination. Supportive services include comprehensive case management, independent life skills

T

raining, individual and support group counseling, HIV/AIDS education and counseling, vocational training or retraining and job placement.

Rebirth House was opened in 2002.

Serenity House I for Women

1120 48<sup>th</sup> St.

Mangonia Park, Fla. 33407

Serenity House I is a proposed permanent supportive housing project for single women without dependent children, including those who are disabled, victims of domestic violence, veterans and/or mentally ill. Residents in the 15-unit group home will have their own individual rooms with bath. The home also will be equipped with living, meeting and dining room space. Residents will receive supportive services including life skills training, job placement, training and/or re-training, mental health and substance abuse assessment and housing counseling. Construction is scheduled for completion by June 2007.

Serenity House II for Families

Scattered Site Apartments

Serenity House II is a permanent supportive housing program for families affected by chronic substance abuse, mental illness and/or HIV/AIDS. As a part of this program, families are placed in leased two- and three-bedroom apartments. This is a permanent housing program that allows the family to stay in housing for one year or more. Families also receive supportive services including food, life skills training and housing counseling.

Homework Assistance & Tutoring &

Annual Summer Camp

3501 Old Dixie Hwy.

Riviera Beach, FL 33404

(561) 842-2260, Office

(561) 842-2872, Fax

Operation Hope strives to enable adult clients to become self-sufficient. Operation Hope also seeks to provide for the needs of homeless children. Twice a week qualified teachers from Palm Beach County Schools come to Operation Hope's women's shelter to provide homework assistance and tutoring to homeless school-aged children. Operation Hope also runs a summer camp for the children of its homeless clients and for disadvantaged youth in the community. The summer camp is three years old and has served a minimum of 35 children each year.

Annual Thanksgiving &  
Toy Drives

2100 45<sup>th</sup> St. #A4  
West Palm Beach, FL 33407  
(561) 842-2260 (Office)  
(561) 842-2872 (Fax)

Each year, Operation Hope provides 125 families throughout Palm Beach County with Thanksgiving baskets. The baskets come with turkey and all the fixings needed for a wonderful holiday meal. Operation Hope also provides toys to its clients through donations. Both the Thanksgiving and Toy drives are supported by other local organizations, law firms, businesses and concerned citizens.

**c. Specific proposal description of services to be provided based on the Challenge Grant award**

Operation Hope will provide emergency shelter for up to 60 days to homeless, single women with or without children at its women's facility, Project HOME, and to homeless, single men at its men's facility, Rebirth House. Operation Hope will accept referrals for these individuals and families from the Homeless Assessment Center, the 211 Hotline and other individuals, groups, agencies, businesses, churches and synagogues. The clients may also call themselves for service.

**d. Goal/Performance Measures**

30 homeless individuals and/or families will receive emergency shelter at Operation Hope facilities during the grant period  
30 (100 percent) will be entered into the CMIS database  
21 (70 percent) will be moved from Operation Hope emergency shelter to Operation Hope's permanent housing programs, to their own housing, with family or to other existing programs in the Palm Beach County Continuum of Care

**2. Budget**

**Emergency Shelter (up to 30 days)**

30 Clients at \$28.00 per day up to 30 days not to exceed \$25,000

**Exhibit C**

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)



**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

## **Exhibit E2**

- 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.



**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.

## **Exhibit E4**

- 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 who 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.

**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 clients 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,

## **Exhibit E6**

- 6) including substance abuse, or referral to out-patient treatment for same, and /or on and off site support groups and/or activities.
- 7) **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.
- 8) **Outplacement** to appropriate housing opportunities in the Continuum of Care or in the local affordable housing market.
- 9) **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.

## Exhibit E7

- 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.

## PERMANENT SUPPORTIVE HOUSING STANDARDS

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

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

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

- 1) **Housing** must be offered to homeless individuals and families that is appropriate to the exhibited needs of the individual or family and must include supportive services necessary to maintain residential and personal stability.
- 2) **Case Management Standards** must be adhered to and must include a comprehensive assessment of the family and the currently social, economic and health (including mental health and substance abuse) and employment/educational evaluation.
- 3) **Development of Individualized Continuum of Care Plans** which describe the clients need for supportive services and establishes a service/referral plan.
- 4) **Linkage and Referral** to external supportive service including but not limited to benefit programs, care and/or other support services related to physical and mental health, including substance abuse, education/vocational opportunities, job counseling, training and placements, child care and transportation necessary to maintain permanent housing.

### **HEALTH:**

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

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

**FOOD:**

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

**EQUIPMENT AND ENVIRONMENT:**

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

**Exhibit E10**

- 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.



## 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 1 1/2 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 1 1/2 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

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"> <li>Service Plans</li> </ul>
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"> <li>Client Chart/Record</li> </ul>

**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** DATE (MM/DD/YYYY)  
09/13/2006

<b>PRODUCER</b> ROUTE #1 INSURANC 19626 US HWY #1 TEQUESTA (561) 575-5588	FL 33469	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Operation Hope 2100 45TH STREET, SUITE A4 WEST PALM BEACH	FL 33407	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: NAUTILUS INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NAUTILUS INSURANCE COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: NAUTILUS INSURANCE COMPANY														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NC537337	03/31/2006	03/31/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A		OTHER CONTENTS COVERAGE	NC537337	03/31/2006	03/31/2007	PERSONAL PROPERTY BASIC CO-INSURANCE 80%

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / HEALTH CARE FACILITIES ALCOHOL & DRUG**  
 \$1,000,000 PROFESSIONAL LIABILITY INCLUDED  
 The certificate holder is additionally insured under policy number NC537337.

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS A political subdivision of the State of FL, its officers, employees and agents c/o Dept of Community Services Div. of Human Services 810 Datura Street WEST PALM BEACH FL 33401	<b>CANCELLATION</b> AI 001284 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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
---	--

INS WORLD OF WPB  
 2712 OKEECHOBEE BL  
 WEST PALM BEACH, FL 33409  
 561-686-7283



**Policy number: 01513081-4**

Underwritten by:  
 Progressive Express Ins. Company  
 December 12, 2006  
 Page 1 of 2

## Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured PBC BOARD OF COUNTY COMMISSIONERS C/O DEPT OF COMMUNITY SERVICES 810 DATURA #200 WEST PALM BEACH, FL 33401	OPERATION HOPE INC 2100 45TH ST UNIT A4 WEST PALM BEACH, FL 33407	INS WORLD OF WPB 2712 OKEECHOBEE BL WEST PALM BEACH, FL 33409

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 6, 2006 Policy Expiration Date: Feb 6, 2007

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$500,000 Combined Single Limit
Employer's Non-Owned Auto BIPD	\$500,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	\$500,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

**Scheduled autos only**

2004 PONTIAC MINI VAN	1GMDX03E64D118200
2004 GMC PASSENGER VAN	1GJHG39U341126268
2003 MAZDA PASSA	TO JM 1B J25030193846
2000 LEXUS LUXURY	UTO JT6HT00W3Y0088155
2001 CHEVROLET EXPRESS	G3500 1GAHG39R611171342

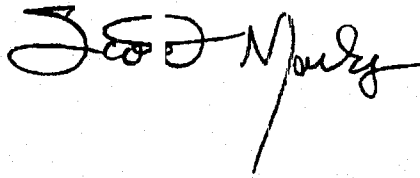
PBC BOARD OF COUNTY COMMISSIONERS, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE LISTED AS ADDITIONAL INSURED WITH RESPECT TO AUTOMOBILE LIABILITY.

Policy number: 01513081-1

Page 2 of 2

**Certificate number**  
34606GDX081

**Please be advised that additional insureds and loss payees will be notified in the event of a mid term cancellation.**

A handwritten signature in black ink, appearing to read "Joe D. Moody". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Form 5241 (10/02)