

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2008 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Community Services

Submitted For: Human Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: receive and file

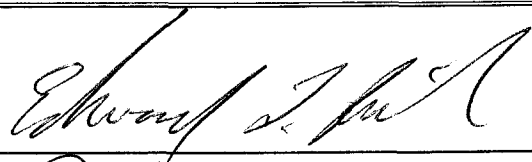
- A. Contract with Salvation Army, A Georgia Corporation for the period of November 1, 2007 to June 30, 2008, in the amount of \$25,000.
- B. Contract with Faith, Hope, Love, Charity Inc. for the period of November 1, 2007 to June 30, 2008, in the amount of \$25,000.
- C. Contract with Coalition for Independent Living Options, Inc. for the period of November 1, 2007 to June 30, 2008, in the amount of \$25,000.
- D. Contract with Families First for the period of November 1, 2007 to June 30, 2008, in the amount of \$25,000.

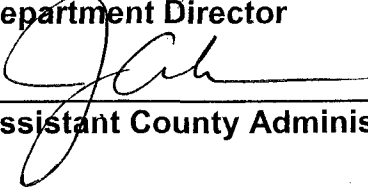
Summary: On August 21, 2007 (R2007-1267), the Board of County Commissioners delegated authority to the County Administrator, or his designee, to sign contracts with the Salvation Army, A Georgia Corporation, Faith, Hope, Love Charity Inc., Coalition for Independent Living Options, Inc. and Families First. The authorization and designation was necessary to expedite the agreements and thereby avoid gaps in service delivery to homeless individuals and families. (Human Services) Countywide (TKF)

Background and Justification: This receive and file item is being submitted in accordance with Countywide PPM No. CW-0-051 to allow the Clerk's Office to note and receive the executed contracts. This is the first year the Division has contracted with Faith, Hope, Love, Charity Inc. and the Coalition for Independent Living Options, Inc. and the second year the Division has contracted with Salvation Army, A Georgia Corporation and Families First. These total funds of \$100,000 are for a one year period and are non-recurring.

Attachments:

- 1. Contract with Salvation Army, A Georgia Corporation
- 2. Contract with Faith, Hope, Love, Charity Inc.
- 3. Contract with Coalition for Independent Living Options, Inc.
- 4. Contract with Families First

Recommended by:  12-6-2007
Department Director Date

Approved By:  12-17-07
Assistant County Administrator Date

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>100,000</u>	_____	_____
External Revenue	_____	_____	<u>(100,000)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget: Yes X No _____
 Budget Account No.: Fund 0001 Dept. 148 Unit 1351 Obj. 3401
 Program Code: various Program Period: GY07

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

Departmental Fiscal Review: FEW

III. REVIEW COMMENTS

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

Elizabeth Brown 12/11/07
12/11/07 OFMB CN 12/10/7
12/11/07 Don J. Jacob 12/12/07
 Contract Dev. and Control

B. Legal Sufficiency:

**This item complies with current
County policies.**

[Signature] 12/13/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

R2007-1267SA

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, 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 set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A" and "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).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on November 1, 2007 and complete services on June 30, 2008.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "B1." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "B1." All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed Schedule of Payment (Exhibit D) and Housing Status Report (Exhibit E).
3. 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."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. 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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than June 30, 2008. Any amounts not submitted by June 30, 2008, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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.

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 for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 – AMENDMENTS TO FUNDING LEVELS

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) 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 twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - 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, the 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 7 - 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 attorneys 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 8 - WARRANTIES AND LICENSING REQUIREMENTS:

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 shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 9 - 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. Where applicable, if religious affiliation is a bone fide occupational qualification (BFOQ), such restriction shall be allowed.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - 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. To allow COUNTY through its DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

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

ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2009. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - 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 that 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 14 - 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 Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, 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 15 - 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 16 - 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 17 - 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 small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

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.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 18 - 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 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

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

Claudia H, 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:

Greg Rydman, Acting Executive Director
Salvation Army, Center of Hope
1577 North Military Trail
West Palm Beach, Florida 33409

ARTICLE 21 - 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.

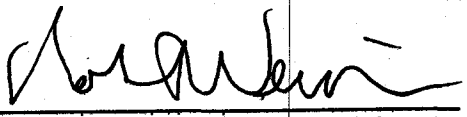
ATTEST:

Sharon R. Bock, Clerk & Comptroller


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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: 
Robert Weisman, County Administrator

WITNESS:

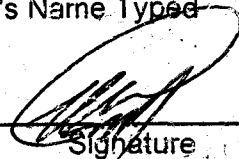

Signature

ALFRED W. SMALL, JR.
Name Typed

58-0660607
AGENCY's Federal ID Number

AGENCY:

The Salvation Army, A Georgia Corporation
AGENCY's Name Typed

BYX 
Signature

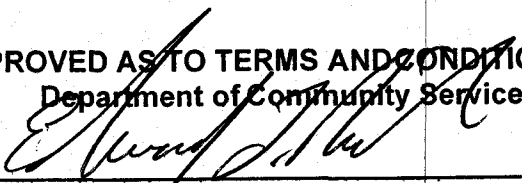
Charles Powell
AGENCY's Signatory Name Typed

Associate Legal Secretary
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

By: 
Edward L. Rich, Director

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 regarding transitional housing.

DESCRIPTION OF TRANSITIONAL HOUSING FOR THE 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.

The proposal submitted by Salvation Army, Center of Hope (**Exhibit B**) outlines the program, the responsibilities of the program and the history of the agency. A minimum of forty (40) unduplicated 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 B1**) 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 F & G**).

MONITORING / REPORTING:

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

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

BILLING / PAYMENTS:

By the 10th of each month, the Provider must submit **Exhibits D & E**. **Exhibit C** must also be submitted, on agency letterhead, certifying the expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by June 30, 2008.

**Salvation Army Center of Hope
Proposal for Challenge Grant Funds**

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 food, shelter and personal care needs of the 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 (A.R.C.C.), 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 40 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

- 100% of clients will be entered into the CMIS (Service Point) database
- 95% of clients will receive case management services
- 95% of clients will participate in program classes and activities
- 75% of clients will complete the 30-day orientation period
- 85% of clients who complete 3 months in the program will obtain employment

Budget

\$25,000 - Serve a minimum of 40 clients at \$6 per day, not to exceed \$25,000

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Director (Signature)

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

Exhibit D

SCHEDULE OF PAYMENT

[illegible]

Housing Status Report

Agency Name: _____

Housing Status for Month of: _____

Individuals served this month: _____

Individuals served YTD: _____

Families served this month: _____

Families served YTD: _____

Combined Total Served this month: _____

Combined Total Served YTD: _____

Indicate the housing status of the individuals/families served for the reporting month in the appropriate chart(s) below:

For Transitional Housing, report status prior to entering your facility.

For Prevention Services, report where they are living at the time of service.

Housing Status of Individuals Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

Housing Status of Families Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

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.

- 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,

- 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.

- 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.

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- 4) Each facility has a security plan to prevent theft and resident harm.
- 5) Each facility shall establish and enforce house rules governing use of alcohol, illegal use of controlled substances, fighting, and violent or inappropriate behavior.

Standards of Care for Case Management Services

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

Standards of Care for Case Management Services

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

Standards of Care for Case Management Services

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

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/19/2007			
PRODUCER CHESTERFIELD INSURANCE AGENCY, INC P.O. BOX 237 GREEN, OHIO 44232-0237		Serial # 100393		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED THE SALVATION ARMY, A GEORGIA CORP. 1424 NORTHEAST EXPRESSWAY ATLANTA, GEORGIA 30329-2088		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:					
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	SELF INSURED RETENTION	10/01/07	10/01/08	EACH OCCURRENCE	\$ 500,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 500,000	
		MED EXP (Any one person)				\$ 5,000	
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				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	BAP 9300525-06	10/01/07	10/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 100,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE (Per accident)	\$
						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	10/01/07	10/01/08	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 9300799-06	10/01/07	10/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
		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	10/01/07	10/01/08	\$400,000 XS OF \$100,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS THE SALVATION ARMY WEST PALM BEACH, FLORIDA TRANSITIONAL HOUSING PROGRAM CENTER OF HOPE LISTED AS ADDITIONAL INSURED: 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							
CERTIFICATE HOLDER PALM BEACH COUNTY C/O COMMUNITY SERVICES DEPARTMENT 810 DATURA STREET WEST PALM BEACH, FLORIDA 33401				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Susan M. Hamilton</i>			



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 provision of its contracts and agreements.

Commissioners Conference:
May 1996

R2007-1267 FHL C

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Faith*Hope*Love*Charity, 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 65-0464807.

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 set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A" and "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).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on November 1, 2007 and complete services on June 30, 2008.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "B2." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "B2." All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed Schedule of Payment (Exhibit D) and Housing Status Report (Exhibit E).
3. 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."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. 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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than June 30, 2008. Any amounts not submitted by June 30, 2008, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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.

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 for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 – AMENDMENTS TO FUNDING LEVELS

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) 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 twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - 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. **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.
- E. **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, the 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.
- F. **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 7 - 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 attorneys 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 8 – WARRANTIES AND LICENSING REQUIREMENTS:

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 shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 9 - 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 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given

hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - 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.** To allow COUNTY through it's DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** Reimburse funds to COUNTY that are deemed misused or misspent.
- F.** For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

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

ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2009. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - 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 that 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 14 - 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 Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, 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 15 - 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 16 - 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 17 - 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 small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

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.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 18 - 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 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

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

Claudia H. 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:

Casimiro H. Crockett, Ph.D., Administrative Director
Faith*Hope*Love*Charity, Inc.
3175 S. Congress Avenue, Ste. 304
Palm Springs, Florida 33461

ARTICLE 21 - 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 & Comptroller


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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: 
Robert Weisman, County Administrator

WITNESS:

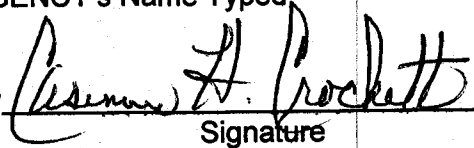

Signature

MARCIA RAINFORD
Name Typed

65-0464807
AGENCY's Federal ID Number

AGENCY:

Faith*Hope*Love*Charity, Inc.
AGENCY's Name Typed

By 
Signature

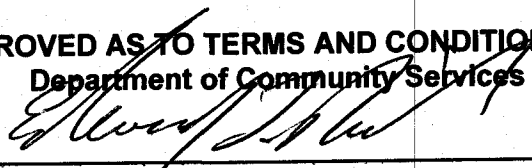
Casimiro H. Crockett, Ph.D.
AGENCY's Signatory Name Typed

Administrative Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

By: 
Edward L. Rich, 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 regarding transitional housing.

DESCRIPTION OF TRANSITIONAL HOUSING FOR FAITH*HOPE*LOVE*CHARITY, INC. 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, AA/NA meetings, peer-to-peer meetings, and recreational activities. In addition, primary services provided by the West Palm Beach VA Medical Center include medical, substance abuse classes, psychiatric visits and compensated work therapy.

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 Faith*Hope*Love*Charity, Inc. for Stand Down House (**Exhibit B**) outlines the program, the responsibilities of the program and the history of the agency. A minimum of 14 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 B2**) 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 F & G**).

MONITORING / REPORTING:

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

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

BILLING / PAYMENTS:

By the 10th of each month, the Provider must submit **Exhibits D & E**. **Exhibit C** must also be submitted, on agency letterhead, certifying the expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by June 30, 2008.

General Program Information

A. Summary of Organization's History.

Faith*Hope*Love*Charity, Inc. (FHLC) is a non-profit 501c3 organization, founded in 1994, that provided multifaceted treatment regimen and services inclusive of, but not limited to, psycho-educational, parenting and relationship skill classes to assist recovering substance abusers to improve their quality of life.

Through a collaborative linkage with the Children's Services Council of Palm Beach County – Family Strengthening Programs, FHLC provided classes for men and women incarcerated in detention facilities operated by The Palm Beach County Sheriff's Office. Inmates classified as having a history of substance abuse and voluntarily housed in the Main Detention Center's Life Skill Dorm and the Stockade's Substance Abuse Awareness Program Dorm were provided with the tools necessary to improve their quality of life. The program strongly emphasizes accepting responsibility for one's own behavior and decreasing the recidivist behaviors, which may be instrumental in his/her incarceration. In addition, emphasis was placed on increasing positive communication in relationships and the importance of being a positive role model for one's own children and those children whose lives have been impacted.

In May 2000, FHLC opened the doors of The Stand Down House (SDH) located at 4309 Davis Road in Lake Worth, Florida. The Stand Down House provides a multi-tier program and transitional housing to assist and support homeless veterans and veterans struggling with addiction and have become homeless as a result of that struggle. Currently, the Stand Down House provides a total of 46 beds in a residential type setting and has contracted with the Department of Veterans Affairs to provide 21 beds upon referral. The 21 contracted beds provide case management, housing, AAVNA meetings, peer-to-peer meetings, and recreational activities. In addition, primary services provided by the West Palm Beach VA Medical Center include medical, substance abuse classes, psychiatric visits and compensated work therapy. Since Stand Down House beginning more than 800 veterans have received support from our program.

B. The need addressed by the program/ how that need was determined:

There are very few community resources in Palm Beach County to assist the growing population of homeless with either emergency or transitional housing. A census completed by the Palm Beach County Homeless Coalition (2005) cited the Continuum of Care Homeless Population and its subpopulations. The total of homeless individuals average 56% of the total homeless

Exhibit B1

population in Palm Beach County and chronically homeless veterans amount to 1,086 on a daily basis which is 40% of the Total Homeless. Homeless veterans that overlap into the substance abuse arena are not currently added, and would bring the daily number of homeless veterans to greater than 55%. Homeless populations and subpopulations counted as of January 2006 cited by the PBC Homeless Coalition has grown from 40% in 2005 to 67% in 2006. This would equal over 2,000 homeless veterans on a daily basis. Based on the numbers presented, when the troops from Iran, Iraq and Afghanistan start to arrive back to the United States, the number of homeless veterans will double.

C. Summary of the program/service proposed and how it addresses the need identified:

The Stand Down House offer services to successfully assist residents to make a smooth transition from treatment to employment and from dependence to independence. The project is designed is providing transitional housing for honorably discharged veterans who have a desire to gain part/full-time employment, maintain sobriety and become independent, economically self-sufficient, productive citizens within the community. The services consist of daily peer support groups, psycho-educational lectures, in/outside Alcoholics/Narcotics Anonymous, Case Management, and social activities which include bowling, picnics, fishing and movies. The anticipated outcomes are established and measurable goals created by our Board of Directors who have consulted with the West Palm Beach Veteran Medical Center, VA Homeless Outreach Team and Stand Down House team which represent outcome-oriented elements. These outcome-oriented results are based on veteran's ability to remain free of mood altering substances, and maintain a permanent residence combined with gainful employment.

Our main objectives are:

1. Full-time or working part-time and attending classes upon discharge from Stand Down House.
2. Residents will remain free from mind altering drugs 60 days following the discharge from Stand Down House to permanent housing.

Goals/Performance Measures

- 100% of clients will be entered into the CMIS (Service Point) database
- 86% of clients will attend classes or obtain employment
- 90% of clients will test negative on random drug/alcohol tests
- 75% of clients will maintain sobriety
- 75% of clients will secure independent housing

95 percent of the Stand Down House maximum capacity will be utilized within the grant award.

Budget

\$25,000.00 - Serve a minimum of 14 clients at \$8.50/day, not to exceed \$25,000

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Director (Signature)

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

[illegible]

Housing Status Report

Agency Name: _____

Housing Status for Month of: _____

Individuals served this month: _____

Individuals served YTD: _____

Families served this month: _____

Families served YTD: _____

Combined Total Served this month: _____

Combined Total Served YTD: _____

Indicate the housing status of the individuals/families served for the reporting month in the appropriate chart(s) below:

For Transitional Housing, report status prior to entering your facility.

For Prevention Services, report where they are living at the time of service.

Housing Status of Individuals Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

Housing Status of Families Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

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.

- 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,

- 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 F7

- 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 F10

- 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

Exhibit G

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

Standards of Care for Case Management Services

Exhibit G1				3.4a # of completed referral forms for non-English speaking clients Total # of clients w/ special cultural/language needs.	
				3.4b # of completed referral forms for clients with low English literacy reading skills	
				Total # of clients w/ low English literacy reading skills.	
NO	STANDARD	OUTCOME	INDICATOR	MEASUREMENT METHODOLOGY	DATA SOURCE
4	Case manager and client develop an individualized service plan.	Goals, Objectives and Outcomes	4.1 75% of service plans will be initiated at bio-psychosocial assessment and completed within 15 days or less from completing assessment dependent on type of program, with exceptions documented. 4.2 75% of service plans are updated every 30 days with exceptions documented. 4.3 75% of service plans are signed by the client and case manager at initial plan of care and at all updates. 4.4 Service plan should include at a minimum, objectives, client-specific goals, and time frames to be able to assess goals set vs. goals met.	4.1 # of service plans initiated at bio-psychosocial assessment and completed within 15 days or less from completing assessment. Total # of clients. 4.2 # of service plans updated every 30 days. Total # of clients. 4.3 # service plans signed by client and case manager at initial and updated plans of care. Total # of clients. 4.4 # of service plans including objectives, goals, time frames and assessment of goals. Total # of clients.	• Service Plans
5.	Case managers coordinate and oversee appropriate delivery of non-duplicative services.	Client Self-Sufficiency	5.1 75% of client case files will document and identify to client available community, individual and/or family resources/services. 5.2 75% of referrals will document linked services for client. 5.3 75% of client records are monitored to verify referred services. 5.4 100% of professional standards of confidentiality are followed. 5.5 75% of client records document advocacy assistance. 5.6 75% of client records evaluate client's progress towards self-sufficiency.	5.1 # of client case files documenting and identifying available community, individual and/or family resources/services. Total # of clients. 5.2 # of referrals documenting linked services for client. Total # of referrals. 5.3 # of client records reviewed to verify referred services. Total # of clients. 5.4 # of client records containing confidentiality statements. Total # of clients. 5.5 # of client records documenting advocacy assistance. Total # of clients. 5.6 # of client records documenting client's progress towards self-sufficiency. Total # of clients.	• Client Chart/Record

Standards of Care for Case Management Services

Exhibit G2

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

Date: 10/29/2007 Time: 3:04 PM To: @ 15619680112
Park and Associates Page: 1

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/29/2007
PRODUCER (561)994-0880 FAX (561)994-1740 Park & Associates, Inc. 5255 North Federal Highway 2nd Floor Boca Raton, FL 33487-4907		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Faith-Hope-Love-Charity, Inc. 3175 S. Congress Ave. Suite #304 Palm Springs, FL 33461		INSURERS AFFORDING COVERAGE INSURER A Scottsdale Insurance Company INSURER B INSURER C INSURER D INSURER E
		NAIC #

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.

ACORD 101 LTR INSR	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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPS0864765	06/21/2007	06/21/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	CHNL AGGREGATE LIMIT AMOUNT PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SOME EXLTD AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (per occurrence) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO \$ CLAIMS AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE REDUCTION \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY WITH PARTIAL OR CLUTIVE OFF-HOURS UNDER EXCLUSION 177 If yes, describe under SPECIAL PROVISIONS below OTHER				WORKERS COMPENSATION EACH ACCIDENT \$ EACH DISEASE - CA EMPLOYEE \$ EACH DISEASE - POLICY LIMIT \$

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

Palm Beach County Board of County Commissioners a political Subdivision of the State of Florida
It's Officer, Employees and Agents, c/o Department of Community Services. Are listed as Additional insured
PER POLICY TERMS AND CONDITIONS

CERTIFICATE HOLDER

Palm Beach County Board of County
Commissioner
Dept. of Human Services
Attn: Carol Shaffer
810 Datura St
Suite 350
West Palm Beach, FL 33401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stacey Diana, CISR/SD

Stacey Diana

ACORD 25 (2001/08) FAX: (561)355-4801

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Date: 10/29/2007 Time: 2:00 PM To: @ 15619680112
Park and Associates Page: 4

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Date: 10/29/2007 Time: 2:00 PM To: @ 15619680112
Park and Associates Page: 5

Additional Coverages and Factors

07/10/2007

Line of Business Coverages for General Liability

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Personal & Advertising Injury	1,000,000				
Each Occurrence	1,000,000				
Fire Damage	100,000				
Medical Expense	5,000				
Products/Completed Ops	1,000,000				
Aggregate					
General Aggregate	2,000,000	500/Flat			

Basis: Per Claim; Applies: Both BI & PD

ACORD 25 - CERTIFICATE OF INSURANCE		DATE ISSUED			
PRODUCER WEINSTEIN JONES & ASSOC 1870 MADRID AVE STE 100 CORAL GABLES FL 33146		10-09-07			
INSURED FAITH*HOPE*LOVE*CHARITY, INC 3175 S CONGRESS AVE STE 304 PALM SPRINGS FL 33461		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.			
		COMPANIES AFFORDING COVERAGE			
		A FLORIDA W.C. CO.			
		B			
		C			
		D			
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADM. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any and all) \$ MED. EXPENSE (Any and all) \$
	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 \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - BI ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETARY PARTNERS/DIRECTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	(WB-4221811-6-07)	10-10-07	10-10-08	STATUTORY LIMITS EACH ACCIDENT \$ 100,000 DISEASE-POLICY LIMIT \$ 500,000 DISEASE-EACH EMPLOYEE \$ 100,000
	OTHER				
DESCRIPTION OF OPERATION/LOCATION/USE/CLASSIFICATION/SPECIAL ITEMS					
THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.					
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O R.C.D. 3323 BELVEDERE ROAD BLDG 4501 WEST PALM BEACH FL 33406		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL endeavor TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER IN WRITING TO THE SECT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPROVE NO OPERATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
		AUTHORIZED REPRESENTATIVE <i>Brian MacLean</i>			

Oct 12 07 11:34a FHLC, INC.

561-968-0112

p.2


OCT-10-2007 WED 10:11 AM WEINSTEIN, JONES & ASSOC.
OCT 10 2007 9:54 AM FR

FAX NO. 3056653236

P. 02/02

TO 913056653236

P.02

 FLORIDA Palmetto Trust Company
AND INSURANCE ASSOCIATES, INC.

PRC/VJA
P.O. BOX 3556
ORLANDO FL 32802-3556

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONS
C/O H.C.D.
3323 BELVEDERE ROAD BLDG 4501
WEST PALM BEACH FL 33406**

**ACORD
CERTIFICATE
OF
INSURANCE**

(On Reverse)

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
has coverage in force for the following Named Insured as shown below :

Named Insured FAITH HOPE LOVE CHARITY INC
Address of Named Insured 3175 S CONGRESS AVE, STE 304
PALM SPRINGS, FL 33461-2562

POLICY NUMBER	201 0715-A23-50	250 0113-F21-50		
EFFECTIVE DATE OF POLICY	07/23/07	06/21/07		
DESCRIPTION OF VEHICLE	97 FORD F150 1FTEF1761V032023	02 FORD EXPEDITION 1FMRU17L82LA20345		
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury Each Person	\$500,000.00	\$500,000.00		
a. Bodily Injury Each Accident	\$500,000.00	\$500,000.00		
b. Property Damage	\$500,000.00	\$500,000.00		
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	_____ Deductible	\$500.00 Deductible	_____ Deductible	_____ Deductible
b. Collision	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	_____ Deductible	\$500.00 Deductible	_____ Deductible	_____ Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Dave Tomberg
Signature of Authorized Representative

AGENT
Title

1796
Agent's Code Number

9/24/07
Date

Name and Address of Certificate Holder

PLM BCH CTY BOARD OF COUNTY
COMMISSIONERS, A POLITICAL
SUBDIVISION OF THE STATE OF FLA,
ITS OFFICERS, EMPLOYEES & AGENTS
C/O DEPT OF COMMUNITY SERVICES
3323 BELVEDERE RD, WPB, FL 33406

Name and Address of Agent

DAVE TOMBERG INSURANCE AGENCY INC.
7665 LAKE WORTH ROAD
LAKE WORTH, FL 33467

Check if a permanent Certificate of Insurance for liability coverage is needed: ☒

Check if the Certificate Holder should be added as an Additional Insured: ☒

Remarks:

R2007-1267C1LO

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Coalition for Independent Living Options, 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 65-0174695.

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 set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A" and "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).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on November 1, 2007 and complete services on June 30, 2008.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "B3." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "B3." All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Expenditure Report (Exhibit D) and Housing Status Report (Exhibit E).
3. 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."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. 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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than June 30, 2008. Any amounts not submitted by June 30, 2008, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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.

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 for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 – AMENDMENTS TO FUNDING LEVELS

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) 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 twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - 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, the 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 7 - 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 attorneys 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 8 - WARRANTIES AND LICENSING REQUIREMENTS:

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 shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 9 - 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 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - 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. To allow COUNTY through its DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

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

ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2009. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - 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 that 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 14 - 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 Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, 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 15 - 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 16 - 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 17 - 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 small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

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.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 18 - 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 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

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

Claudia H, 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:

Genevieve Cousminer, Esq.
Executive Director
6800 Forest Hill Blvd.
West Palm Beach, FL 33413

ARTICLE 21 - 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.

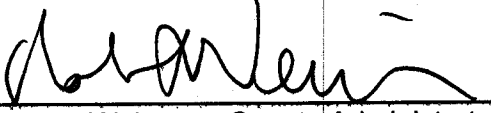
ATTEST:

Sharon R. Bock, Clerk & Comptroller

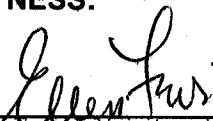
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: 
Robert Weisman, County Administrator

WITNESS:


Signature

ELLEN FEIR
Name Typed

65-0174695
AGENCY's Federal ID Number

AGENCY:

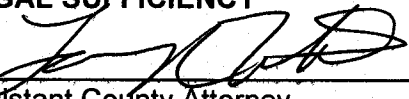
Coalition for Independent Living Options, Inc.
AGENCY's Name Typed

BY: 
Signature

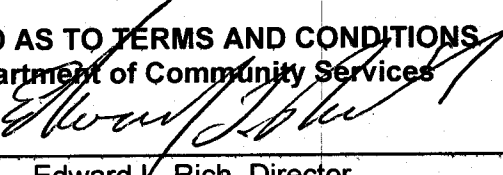
Genevieve Cousminer, Esq.
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS
Department of Community Services

By: 
Edward L. Rich, 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 regarding Homeless Prevention.

DESCRIPTION OF HOMELESS PREVENTION FOR COALITION FOR INDEPENDENT LIVING OPTIONS, INC. (CILO) AS OUTLINED IN EXHIBIT B:

The purpose of HOMELESS PREVENTION to be provided by **CILO** 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.

Security Deposit/Utility Deposit Assistance: Security deposit funds to obtain new rentals and deposit funds to obtain/maintain utility assistance. Documentation required for security deposit assistance includes landlord verification of deposit amount, verification the funds will be returned to **CILO** when a full or partial refund is issued, client information as to reason for need and income verification to meet future rent payments. Documentation required for utility deposit assistance includes utility company statement of deposit amount, verification the funds will be returned to **CILO** when a full or partial refund is issued, client information as to reason for need and income verification to meet future rent/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 Homeless Prevention proposal submitted by **CILO** (Exhibit B) outlines the program and responsibilities of the program and history of the agency. A minimum of 40 individuals/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 **\$25,000**. Please refer to (Exhibit B3) for the cost reimbursement budget.

STANDARDS OF CARE:

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

MONITORING / REPORTING:

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

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

BILLING / PAYMENTS:

By the 10th of each month, the Provider must submit documentation of rental assistance, utility assistance and security and utility deposits paid. The Provider must submit Exhibit D with back up documentation sufficient to establish the expense was incurred. Exhibit C must be submitted on agency letterhead certifying the expenses and Exhibit E must also be submitted showing the number of individuals/families served and their housing status when served.

All invoice billings for services relative to this agreement must be submitted to Human Services by **June 30, 2008**.

**COALITION FOR INDEPENDENT LIVING OPTIONS, INC.
CHALLENGE GRANT**

Agency Description and Services

The **Coalition for Independent Living Options, Inc. (CILO)** is a private, not-for-profit agency created to address the needs of people with disabilities. The purpose of CILO is twofold – to assist individuals with disabilities in reaching their goals for independence and to create societal change to promote acceptance and opportunities for people with disabilities to be fully included in all aspects of community life. In fact, CILO's mission is ***"Promoting Independence for People with Disabilities"***. To that end, CILO provides a broad range of services for persons of any age with any type of disability through the following programs:

1. Information & Referral
2. Independent Living Skills Training
3. Advocacy – Individual and Systemic including educational, vocational, employment, housing, transportation, benefit entitlement and access to the community
4. Peer Support
5. Education and Transition Advocacy for students with disabilities
6. After school/summer program for adolescents with disabilities
7. Crime Victim Assistance Project
8. The DINE Program (Disability Inclusion and Nutritional Education)
9. ADA Accessibility Studies and Accommodations
10. The Community Equipment Lending & Recycling Project

CILO provides services in Palm Beach, Martin, St. Lucie and Okeechobee counties. Each year, the need for services increases. In 2006, CILO served a total of 5,640 people with disabilities.

History of the Agency

CILO was created by a grass roots group of individuals with disabilities and representatives of key agencies of Palm Beach County in October, 1989. The purpose was to have an advocacy organization for children and adults with disabilities.

In January, 1990, CILO was incorporated and a Board of Directors was elected. In August of that year, a forum was held to gather data on the needs and concerns of people with disabilities and their families. Over 300 individuals attended. As a result of the tremendous need for services identified during this forum, CILO opened an office on April 1, 1991. In November of 1992, the first Executive Director and Coordinator of Advocacy Services were hired.

Exhibit B1

Coincidentally, CILO's inception and growth paralleled the passage and early implementation of the Americans with Disabilities Act. CILO has "grown up" with the ADA and comfortably carries out its role as the primary source of ADA information. CILO has conducted numerous accessibility surveys and sits on several compliance boards.

In the summer of 1993, CILO was awarded a grant from the Florida Endowment Fund for Vocational Rehabilitation to help finance its Peer Counseling Program. In 1995, the same Foundation awarded another grant to conduct an accessible housing survey. CILO began receiving Florida General Revenue funding and Vocational Rehabilitation funding in 1991. Since 1996, CILO has been receiving Federal funding through the Department of Education. These awards fund CILO's four core services: Advocacy, Independent Living Training, Peer Support and Information and Referral Services. CILO became a United Way of Palm Beach County funded agency in 1997.

The Community Foundation for Palm Beach and Martin Counties contributed to the Community Equipment Lending & Recycling Project for 1998-99 to recycle adaptive equipment through a collaborative effort with the ARC, Gulfstream Goodwill, Children's Medical Services and FDLRS Dept. of the School District of Palm Beach County. Lost Tree Village provided funds for a Braille printer and for adaptive equipment to be recycled. CILO produced a video in 1998 on Inclusive Recreation and two television shows on individuals with disabilities during 1999 and 2000 with funding from the Office of Equal Opportunity.

In 1998, CILO received funding from the Palm Beach County Department of Community Services and the Children's Services Council to serve adolescents with disabilities. The ALERT-US Program (Accessible Lifesaving Education for at Risk Teens-Utilizing Seniors) was developed to promote pregnancy and HIV prevention. In 1999, The Community Foundation for Palm Beach & Martin Counties funded an enhancement of the ALERT-US Program to recruit senior citizens to serve as mentors to adolescents and to bring HIV prevention information to the senior community. The ALERT-US program developed into a training program for middle and high school students with all types of disabilities focusing on career development, conflict resolution skills, independent living skills, self-advocacy skills and pregnancy and HIV prevention. Palm Beach County Community Services and the United Way of PBC have jointly funded this successful adolescent after school and summer program since 1999.

In November 2000, CILO purchased a free standing building and in January 2001 moved our administrative offices and program services to our new building. With the generous support of Lost Tree Village Charitable Foundation, Forrest C. Lattner Foundation, Bethesda-By-The Sea Episcopal Foundation, the United

States Department of Education – Rehabilitation Services Administration, and the Office for Equal Opportunity, CILO completed renovations for accessibility.

In 2004, The TEAM Program (Transition, Education, Advocacy and Mentoring) was created in partnership with the School District of Palm Beach County to provide educational transition services for adolescents with disabilities. The United Way of Palm Beach County funds this program.

Specific Proposal Description

CILO will provide financial assistance to individuals with disabilities/families with a member with a disability who are homeless or who are at risk of homelessness. The assistance will be used for rental assistance with eviction notices including assistance with first month's rent for individuals/families moving into a new home. The assistance can also be used for utility bills with a disconnect notice or a final notice. The funds will also be used to provide deposit assistance for both new rentals and to obtain/maintain utility service. Applicants are not eligible for these funds more than one time in a calendar year or once in a 12 month period.

Goals / Performance Measures

Homeless Prevention: Coalition for Independent Living Options, Inc.

- A minimum of 40 people with disabilities will receive financial assistance to prevent homelessness or disconnection of service
- 100% of the clients served will be entered into the CMIS (Service Point) database
- 100% of the clients served will develop an Independent Living Plan as evidenced by a signed plan in the individual's file
- 90% of the clients served will attend a budgeting class and will develop a budget to achieve economic self-sufficiency as evidenced by sign-in sheets and a budget sheet in the individual's file
- 100% of the clients served will provide documentation of income adequate to maintain housing
- 90% of the clients served who receive this assistance will remain in their homes for at least one (1) year as evidenced by quarterly follow-up contact

Budget

\$25,000 - Homeless Prevention - Coalition for Independent Living Options, Inc.

Rental assistance	\$15,000
Utility assistance	\$5,000
Rental and Utility Deposit	\$5,000

NOTE: The maximum award will be \$1,000.00 per application.

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Director (Signature)

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

MONTHLY EXPENDITURE REPORT

Provider Name: _____ Date: _____

Contact Person: _____

PERSONNEL SERVICES (TOTAL) <i>Salaries Including Fringe</i>		
EXPENSES		
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. Utility Deposits		
s. Other (Specify)		
1.		
2.		
Total Expenses		
GRAND TOTAL		

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

Signature _____ Title _____ Date _____

Housing Status Report

Agency Name: _____

Housing Status for Month of: _____

Individuals served this month: _____

Individuals served YTD: _____

Families served this month: _____

Families served YTD: _____

Combined Total Served this month: _____

Combined Total Served YTD: _____

Indicate the housing status of the individuals/families served for the reporting month in the appropriate chart(s) below:

For Transitional Housing, report status prior to entering your facility.

For Prevention Services, report where they are living at the time of service.

Housing Status of Individuals Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

Housing Status of Families Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

Standards of Care for Case Management Services

Exhibit F

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

Standards of Care for Case Management Services

Exhibit E-1

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

Standards of Care for Case Management Services

Exhibit E2

SL	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	• Service Plan or Agency Specific Plan
7.	Case managers provide overview of agency confidentiality policy	Client confidentiality and privacy	7.1 100% of clients will be informed and receive a written confidentiality policy at initial entry. 7.2 100% of clients will sign a release/consent prior to sharing of client information to service providers if appropriate. 7.3 100% of client files shall be kept in a secured location.	7.1 # of clients informed of and received copy of written confidentiality policy. Total # of clients 7.2 # of signed release/consent forms. Total # of clients 7.3 # of files kept in a secured location. Total # of clients	• Confidentiality Policy • Release/Consent Forms

JUN-05-2007 12:37PM

FROM-BABB INC

+4123221756

T-227 P.002/002 F-782

PRODUCER (412) 237-2048

FAX (412) 322-1756

Babb P&C Limited

850 Ridge Avenue

Pittsburgh, PA 15212

Lari Clements

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.

06/05/2007

INSURED Coalition For Independent Living Options, Inc.
6800 Forest Hill Boulevard
West Palm Beach, FL 33413-3310

INSURERS AFFORDING COVERAGE

INSURER A: Philadelphia Indemnity

NAIC #

-18058

INSURER 6:

INSURER C:

INSURER OF:

INSURER'S:

COVERAGES

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

INSR ADD'L LTR INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	PHPK223307	04/01/2007	04/01/2008	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCC/2000)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Professional Liab.				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	PHPK223307	04/01/2007	04/01/2008	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ABOVE							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
<p>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 as Additional Insured with respects to operations of the Named Insured.</p>

CERTIFICATE HOLDER

Palm Beach County
c/o Community Services Department
Attn: Georgiana Devine
810 Datura Street
West Palm Beach, FL 33401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lori Clements/LCLEM

Lori Clemente

©ACORD CORPORATION 1988

ACORD 25 (2001/08)

ACORD CERTIFICATE OF LIABILITY INSURANCECSR MW
COALITI

DATE (MM/DD/YYYY)

06/05/07

PRODUCER

SLATON INSURANCE
P.O. Box 220537
West Palm Beach FL 33422
Phone: 561-683-8383 Fax: 561-684-5995

INSURED

Coalition for Ind.Living Opts.
Inc.
6800 Forest Hill Blvd
West Palm Beach FL 33413-3310

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: AmCOMP Preferred Ins. Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

10006

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCV7035279	06/22/07	06/22/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

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

CERTIFICATE HOLDER

Palm Beach County
Department of Community
Services
810 Datura St
West Palm Beach FL 33401

PBDEP00

CANCELLATION

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

ACORD CERTIFICATE OF LIABILITY INSURANCECSR MW
COALITI

DATE (MM/DD/YYYY)

03/26/07

PRODUCER

SLATON INSURANCE

P.O. Box 220537

West Palm Beach FL 33422

Phone: 561-683-8383 Fax: 561-684-5995

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Coalition for Ind. Living Opts.
Inc.
6800 Forest Hill Blvd
West Palm Beach FL 33413-3310

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: LLOYDS/LONDON COMPANIES

INSURER B: AmCOMP Preferred Ins. Co. 10006

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 LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCV7035279	06/22/06	06/22/07	WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$500000
A	Property Section	BINDER	04/01/07	04/01/08	1000 ded 449000 bldg wind 10% ded

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

CERTIFICATE HOLDER

Palm Beach County
Department of Community
Services
810 Datura St
West Palm Beach FL 33401

PBDEP00

CANCELLATION

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

R 2007-1267FF

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2007, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Families First of Palm Beach County, 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 set forth in the Scope of Work in Exhibit "A". The AGENCY also agrees to provide deliverables, including reports, as specified in Schedule of Payments detailed in Exhibits "A" and "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).

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on November 1, 2007 and complete services on June 30, 2008.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month, for services performed as provided by Exhibit "A" and expenses actually incurred and paid, up to the amounts set forth in Exhibit "B2." In no case shall the total cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit "B2." All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit C) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Expenditure Report (Exhibit D) and Housing Status Report (Exhibit E).
3. 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."
4. Payments shall be made periodically in accordance with the Schedule for Payment, Exhibit "A".
5. 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.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than June 30, 2008. Any amounts not submitted by June 30, 2008, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

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.

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 for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 – AMENDMENTS TO FUNDING LEVELS

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed twenty percent (20%) 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 twenty percent (20%) must be approved by the Palm Beach County Board of County Commissioners.

Any increase or decrease of funding up to 20% may be approved by the Director of Community Services. Any increase or decrease of funding over 20% must be approved by the Board of County Commissioners.

ARTICLE 6 - 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, the 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 7 - 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 attorneys 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 8 - WARRANTIES AND LICENSING REQUIREMENTS:

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 shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 9 - 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 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11 - 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. To allow COUNTY through its DIVISION to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly. The DIVISION staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DIVISION shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. Reimburse funds to COUNTY that are deemed misused or misspent.
- F. For all Agencies receiving County funds to provide homeless and shelter related services: AGENCY agrees to be a partner agency in the community's Client Management Information System. AGENCY agrees to execute the necessary Partner and User Agreements and shall fully comply with the terms and conditions as set forth in these documents.

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

ARTICLE 12 – AGENCY CERTIFICATION INITIATIVE

It is the policy of the COUNTY that all agencies receiving funding through the Financially Assisted Agencies Program must participate in the Agency Certification process developed by the Center for Non-profit Excellence (CENTER) and make significant progress towards achievement of certification standards. To comply with this policy, AGENCY will provide written documentation of completion of the agency-wide self-assessment from the CENTER, by May 30, 2009. AGENCY will work in collaboration with the CENTER using the certification assessment tool provided by the CENTER and approved by the DEPARTMENT. AGENCY understands that self-assessment is an initial step towards agency certification. If additional funding is provided to AGENCY under a contract extension, AGENCY will be expected to continue the certification process and to satisfy any related provisions agreed upon in the contract amendment.

ARTICLE 13 - 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 that 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 14 - 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 Article 14, Paragraph A.
- D. In the statement specified in Article 14, Paragraph A, 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 15 - 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 16 - 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 17 - 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 small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

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.

The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise (SBE) participation of 15% on all County solicitations.

The AGENCY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The AGENCY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The AGENCY shall provide the COUNTY with a copy of the AGENCY's contract with any SBE subcontractor or any other related documentation upon request.

The AGENCY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The AGENCY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The AGENCY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The AGENCY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 18 - 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 19 - TERMINATION

This contract may be canceled by the AGENCY upon thirty (30) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediate upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 20 - NOTICES

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

Claudia H. 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
Families First of Palm Beach County
1720 East Tiffany Drive
West Palm Beach, Florida 33407

ARTICLE 21 - 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.

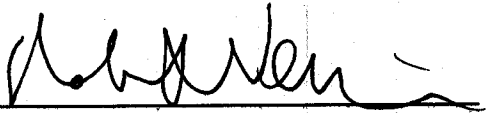
ATTEST:

Sharon R. Bock, Clerk & Comptroller

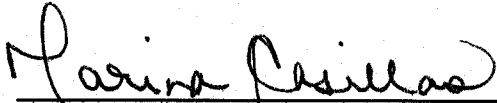
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: 
Robert Weisman, County Administrator

WITNESS:

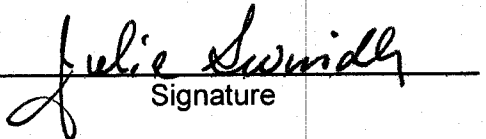

Signature

Marina Casillas
Name Typed

65-0166352
AGENCY's Federal ID Number

AGENCY:

Families First of Palm Beach County
AGENCY's Name Typed

BY 
Signature


Julie Swindler
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


Assistant County Attorney

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

By: 
Edward L. Rich, 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 regarding Homeless Prevention.

DESCRIPTION OF HOMELESS PREVENTION FOR FAMILIES FIRST OF PALM BEACH COUNTY AS OUTLINED IN EXHIBIT B:

The purpose of HOMELESS PREVENTION to be provided by Families First of Palm Beach County 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 Families First of Palm Beach County (**Exhibit B**) outlines the program, the responsibilities of the program and history of the agency. A minimum of 40 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 \$25,000. Please refer to (**Exhibit B2**) for the cost reimbursement budget.

STANDARDS OF CARE

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

MONITORING / REPORTING:

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

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

BILLING / PAYMENTS:

By the 10th of each month, the Provider must submit documentation of rental and utility assistance paid. The Provider must submit Exhibit D with back up documentation sufficient to establish the expense was incurred. Exhibit C must be submitted on agency letterhead certifying the expenses and Exhibit E must also be submitted showing the number of individuals/families served and their housing status when served.

All invoice billings for services relative to this agreement must be submitted to Human Services by June 30, 2008.

**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.

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

- 100% of clients will be entered into the CMIS (Service Point) database
- 100% of clients will receive case management services
- 100% of clients will provide documentation of income adequate to maintain housing

Budget

\$25,000.00 Homeless Prevention – Families First of Palm Beach County

Rent Assistance	\$21,000
Utility Assistance	<u>\$ 4,000</u>
	\$25,000

(NOTE: The maximum award will be \$1,000.00 per household.)

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Director (Signature)

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

MONTHLY EXPENDITURE REPORT

Provider Name:

Date:

Contact Person:

EXPENSES	AMOUNT	AMOUNT
PERSONNEL SERVICES (TOTAL) <i>Salaries Including Fringe</i>	\$	\$
EXPENSES		
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. Utility Deposits		
s. Other (Specify)		
1.		
2.		
Total Expenses	\$	\$
GRAND TOTAL	\$	\$

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

Signature

Title

Date

Housing Status Report

Agency Name: _____

Housing Status for Month of: _____

Individuals served this month: _____

Individuals served YTD: _____

Families served this month: _____

Families served YTD: _____

Combined Total Served this month: _____

Combined Total Served YTD: _____

Indicate the housing status of the individuals/families served for the reporting month in the appropriate chart(s) below:

For Transitional Housing, report status prior to entering your facility.

For Prevention Services, report where they are living at the time of service.

Housing Status of Individuals Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

Housing Status of Families Served								
Emerg. Shelter	Trans. Housing	Own Home	Street	Street upon Discharge from Jail/Hospital treatment	Friend or Relative's Home	Motel	Not able to Determine	Other

Standards of Care for Case Management Services

Exhibit F

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"> Personnel Files: Bachelor's Degree College Transcript Employment History Commitment Declaration
2.	Case manager conducts bio-psychosocial assessment of client to identify strengths, resources and needs within 30 days.	Thorough assessment	<p>2.1 75% of clients have initial bio-psychosocial assessment documented with list of strengths, resources and needs within 30 days or less dependent on the type of program (with exceptions.)</p> <ul style="list-style-type: none"> Presenting problem Relevant History Current Functioning Assessment of medical/ psychological/economic/ social needs Mental status/substance abuse Eligibility Goals Recommendations Client Strengths/Competencies Support System 	<p>2.1a # clients with initial bio-psychosocial assessment within 30 days or less. Total # of new clients</p> <p>2.1b # of clients with initial eligibility review documented. Total # of new clients</p>	<ul style="list-style-type: none"> Assessment Form
3.	Case manager identifies and assesses culturally specific needs in order that clients may be directed to linguistically and culturally competent services providers.	Cultural Competency	<p>3.1 75% of intakes document client ethnicity</p> <p>3.2 75% of intakes document client language</p> <p>3.3 75% of intakes document highest level of education completed</p> <p>3.4 75% of referrals made for non-English speaking clients and/or clients who have low English literacy reading skills, where appropriate.</p>	<p>3.1 # of intakes document client ethnicity Total # of new clients</p> <p>3.2 # of intakes document client language Total # of new clients</p> <p>3.3 # of intakes document highest level of education completed Total # of new clients</p>	<ul style="list-style-type: none"> Assessment Form

Standards of Care for Case Management Services

Exhibit E1

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

Standards of Care for Case Management Services

Exhibit E2

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

ACORD™
[Solid Green (Chubb)]

CERTIFICATE OF LIABILITY INSURANCE
[To Children's Case Management]

09/28/2007
[09/28/2007] page 2 of 2

PRODUCER
RIVARD INSURANCE AGENCY
6380 10TH AVENUE NORTH SUITE 1
LAKE WORTH, FL. 33463
861-439-0990

Serial # 102557

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CHILDRENS CASE MANAGEMENT ORGANIZATION INC.
1720 EAST TIFFANY DRIVE, STE 1
WEST PALM BEACH, FL 33407

INSURERS AFFORDING COVERAGE
INSURER A: NATIONWIDE INSURANCE COMPANY
INSURER B: CITIZENS PROPERTY INSURANCE
INSURER C:
INSURER D:
INSURER E:

NAIC#

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.

INS LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	77B0719720-3001	5/1/07	5/1/08	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/PROP 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	77B0719720-3001	5/1/07	5/1/08	COMBINED SINGLE LIMIT (Es 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 EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				IND STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B		WIND	1360103	5/20/07	5/20/08	CONTENTS COV: \$83,000
B		WIND	1360104	5/20/07	5/20/08	CONTENTS COV: \$83,000
B		WIND	1360106	5/20/07	5/20/08	CONTENTS COV: \$83,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, C/O DEPARTMENT OF HOUSING AND COMMUNITY IS AN ADDITIONAL INSURED ON POLICY#77B0719720-3001 SUBJECT TO THE PROVISIONS OF ENDORSEMENT CAS6016

CERTIFICATE HOLDER
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
810 DATURA STREET
WEST PALM BEACH, FLORIDA 33401
VIA FAX NO. 881-5594

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
MARTIN G. RIVARD

CERTIFICATE OF INSURANCE

AMERICAN HOME ASSURANCE CO.

OCT 03 2007

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:CHILDREN'S CSE MGMT ORGN
FAMILIES FIRST OF PALM
BEACH COUNTY
1720 E. TIFFANY DR., #101
WEST PALM BEACH FL 33407Blanket Coverage

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-006905852	12/01/06	12/01/07	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 INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE COMPANY WILL NOTIFY THE CERTIFICATE HOLDER/ADDTL.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 CMMSRS
DIVISION OF HUMAN SVCS
Address: 810 DATURA STREET
WEST PALM BEACH FL 33401
Authorized Representative

OCT. 16. 2007 5:00PM AMERICAN PROF. AGEN.

NO. 3760 P. 2

AMERICAN PROFESSIONAL AGENCY, INC.
Program Administrator

VIA FACSIMILE

October 16, 2007

Palm Beach Cnty Bd Of Cnty
Commrs, C/O Dept Of Cmnty
Svs Dv of Human Svcs
810 Datura St
West Palm Beach FL 33401

RE: Children's Case Management Organization, Inc.
DBA Families First of Palm Beach County
Policy No.: SSA-6905852
Account No.: FL-4FIR172-0A

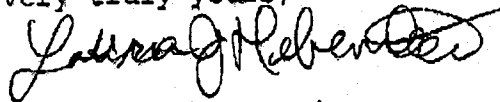
Dear Client:

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,

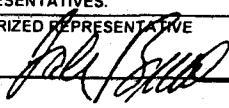


Laura J. Hebenstreit
Assistant Supervisor

ACORD		CERTIFICATE OF LIABILITY INSURANCE		CSR MW CHILD-1	DATE (MM/DD/YYYY) 09/27/07
PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach FL 33422 Phone: 561-683-8383 Fax: 561-684-5995		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Children's Case Management Org 1720 East Tiffany Drive #101 West Palm Beach FL 33407		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A National Indemnity Co./South			
		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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				EACH OCCURRENCE \$		
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$		
					PERSONAL & ADV INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$		
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$		
	ANY AUTO				BODILY INJURY (Per person) \$		
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$		
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$		
	HIRED AUTOS						
	NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$		
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$		
					AGG \$		
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$		
					\$		
	DEDUCTIBLE				\$		
	RETENTION \$				\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	GWGC100002496-107	03/11/07	03/11/08	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT \$ 100000		
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$ 100000		
	OTHER				E L DISEASE - POLICY LIMIT \$ 500000		

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

CERTIFICATE HOLDER	CANCELLATION
PBCOC00	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.
Palm Beach County Board of Commission 810 Datura St West Palm Beach FL 33401	AUTHORIZED REPRESENTATIVE 

2007 SEP 28 AM 11:21
PALM BEACH COUNTY
COMMUNITY SERVICE