

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>122,514</u>	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>122,514</u>	_____	_____	_____	_____
# ADDITIONAL FTS POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget: Yes X No
 Budget Account No.: Fund 0001 Dept. 148 Unit 1331 Obj. 3401
 Program Code HS11 Program Code: FY11

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

Taruna Malhotra
 Departmental Fiscal Review 9/29/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 OFMB
 VA
 10/6/10 10/11/10

[Signature] 10/7/10
 Contract Administration

B. Legal Sufficiency:

[Signature] 10/7/10
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the ____ day of _____, 2010, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as the COUNTY, and Center for Family Services of Palm Beach County, Inc. hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1084179.

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 "C." 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 October 1, 2010 and complete services on September 30, 2011.

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this contract, an amount not to exceed One Hundred Twenty Two Thousand Five Hundred Fourteen Dollars (\$122,514). The AGENCY shall bill the COUNTY on a monthly basis, no later than the 10th of each month. Payment shall be on a unit of service basis as described in Exhibit C, whereby the AGENCY is entitled to compensation for each unit of service completed or delivered in accordance with contract terms and specifications. In no case shall the total

cumulative amount billed under this contract exceed the cumulative amounts defined in Exhibit C. All requests for payments of this Contract shall include the following:

1. An original cover memo (Exhibit E) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (Exhibit C1) and Monthly Expenditure Report (Exhibit D).
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, Exhibits "A" and "C".
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.
6. Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of .25% where applicable; to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30, 2011. Any amounts not submitted by September 30, 2011, 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, familial status, sexual orientation, national origin or ancestry, gender identity and expression.

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. Submit Monthly Performance Measures Report (Exhibit G) with each monthly reimbursement request. The final report may be submitted within 30 days after the end of the contract year that reflects the AGENCY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by County staff. All data will be submitted to the DEPARTMENT by completing Exhibit G
- G. 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, 2011. 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 three (3) years after completion or termination of this Contract. 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. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue including Federal and Non-Federal funds and costs by sponsoring agency and contract/agreement/grant number. 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**

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the AGENCY'S fiscal year.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and

proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

ARTICLE 20 - 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 21 - 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:

Dorla Leslie, Executive Director
The Center for Family Services of Palm Beach County, Inc.
4101 Parker Ave.
West Palm Beach, Florida 33405

ARTICLE 22 - 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 "C"), 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

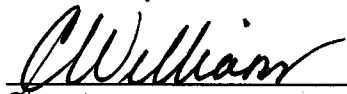
PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk & Comptroller

BY: _____
Burt Aaronson, Chair

WITNESS:



Signature

AGENCY:

The Center for Family Services of Palm Beach County, Inc.

AGENCY's Name Typed

Chandra Williams
Name Typed

BY 

Signature

59-1084179
AGENCY's Federal ID Number


Dorla Leslie
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: 

Channell Wilkins, Director
Community Services

SCOPE OF WORK

BACKGROUND INFORMATION:

This contract is being developed as a result of a Board Directive regarding homelessness and accessing information and services after hours for families.

DESCRIPTION OF EMERGENCY SHELTER WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. AS OUTLINED IN EXHIBIT B:

Emergency Shelter and Support Services will be provided to homeless individuals/families. These individuals/families will be placed through Project REACH, an Emergency Shelter Program for The Center for Family Services of Palm Beach County. Priority will be given to those homeless families referred after 5 PM or on weekends. The services to be provided are outlined in the proposal (**Exhibit B**). The total amount available for Emergency Shelter and Support Services is not to exceed \$122,514.

STANDARDS OF CARE:

The provider must comply with the Standards of Care related to emergency shelter. (**Exhibit F**).

DELIVERABLES:

Deliverable 1: 100% of the households served will be assessed by use of the local Continuum of Care Universal Assessment upon the first face to face contact with the Program Reach Case Manager which will be entered into CMIS.

Demonstration: At the time of on-site program monitoring, a copy of the Universal Assessment will be available for review in the client file.

Deliverable 2: 100% of the households served will have an initial Client Plan of Action and a review of the actions identified on the plan every 30 days.

Demonstration: At the time of on-site program monitoring, the Client Plans will be contained in individual case records and available for review.

Deliverable 3: 70% of the households served will be referred for HPRP assistance within ten days of entering the program.

Demonstration: At the time of on-site program monitoring, the HPRP referral documentation will be available in the client file for review.

Deliverable 4: 50% of the households served will exit the program in 30 days or less.

Demonstration: At the time of on-site program monitoring, completed discharge summaries demonstrating the length of stay will be available in the client file for review.

Deliverable 5: 100% of households remaining in shelter over 30 days will have a completed Universal Assessment upon exit which will be entered into CMIS.

Demonstration: At the time of on-site program monitoring, a copy of the exit Universal Assessment will be available for review in the client file.

MONITORING / REPORTING:

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

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

SCHEDULE FOR PAYMENTS/ BILLING:

By the 10th of each month the following must be submitted for payment:

1. Monthly Expenditure Report (**Exhibit D**)
2. Monthly Allocation Worksheet (**Exhibit C1**)
3. **Exhibit E** must be submitted on agency letterhead certifying all expenses.

All invoice billings for services relative to this agreement must be submitted to Human Services by **September 30, 2011**.

Proposal

Agency Name: The Center for Family Services of Palm Beach County, Inc.

Program Name: Program REACH at Pat Reeves Village
Emergency Assistance Program for the Homeless

Program REACH at Pat Reeves Village, a program of the Center for Family Services, is part of a collaborative of service providers representing a continuum of care for the homeless and homeless-at-risk in Palm Beach County. Pat Reeves Village is an emergency or short term interim shelter for homeless families with dependent children, and is staffed 24 hours a day, 7 days a week. Families in the program are a part of a structured, supportive program that includes intensive case management. All clients in our programs receive food vouchers, bus passes, and clothing. As part of the collaborative, residents in the program receive various services as needed through other community agencies such as legal assistance through Legal Aid of the Palm Beaches. Case Managers develop a plan of action with clients and in collaboration with Adopt-A-Family and the Lord's Place we help clients enter transitional and/or permanent housing through other network providers or through independent housing within the community.

In addition to sheltering families with minor children, the staff at Pat Reeves Village also provides other services to the homeless such as the Emergency Assistance Program also known as the "Law" Program. This program provides emergency temporary shelter for homeless and stranded persons at area hotels/motels and apartments throughout Palm Beach County via law enforcement drop-off or after hours referrals through 211.

The Center, in cooperation with the Palm Beach County Sheriff's Department and 211 Crisis Line, has worked out a protocol so that when law officials find homeless families in need of shelter they will do a background check to ensure that there are no active warrants involving the family. The law enforcement officer will then contact 211 to receive a referral to an available motel or housing.

The next business day, a staff member from Program REACH will go to the hotel to provide case management and assessments, food vouchers and other resources to clients as needs dictate. The goal of the assessment and case management is to place the client in more stable housing or interim shelter. Clients from the motels may enter emergency or interim shelter at Pat Reeves Village or the Lord's Place based upon needs and availability. Some clients may remain in the motel either until a unit is available in regular shelter or other arrangements for housing can be made. If clients have a home out of the area then they may be provided with Traveler's AID services through Program REACH and assisted with returning to their home out of the area. Case Managers from REACH also provide and/or link clients with other community resources to meet other immediate needs such as healthcare, food, clothing, transportation, legal services, etc. Follow up is done as feasible to determine the outcome of referrals or services.

SCHEDULE FOR PAYMENT AND UNITS OF SERVICES

Agency: Center for Family Services
 Program: Emergency Assistance Program

Definition of a Unit of Service for Emergency Shelter	Number of Units of Service	Cost Per Unit of Service
A unit of service is defined as Emergency Assistance that includes days in Hotel/Motel Placement, Case Management and Data Entry into CMIS, Food Vouchers, and Bus Passes for clients placed in emergency shelter.	2,450.28	\$50
TOTAL FINACIAL ASSISTANCE		\$122,514

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this contract, and reasonably incurred by The Center for Family Services directly in connection with The Center for Family Services performance of its duties and Scope of Work pursuant to this Contract.

The following must be available during on-site program monitoring: Hotel/Motel Invoices for clients placed and copies of cancelled checks verifying payment. Copies of all Bus Passes and Food Vouchers purchased along with proof of purchase. Bus Pass and Food Voucher Logs with client initials and date of receipt of bus pass and food voucher.

**Monthly Allocation Worksheet
Program Reach After-Hours Emergency Shelter**

Reimbursement Month and Year: _____

Program/Service	Contract Amount		Current Month Utilization			Year to Date Utilization			Contract Balance
	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	Total
TOTAL SHELTER COSTS									

The following must be available during on-site program monitoring: Hotel/Motel Invoices for clients placed and copies of cancelled checks verifying payment. Copies of all Bus Passes and Food Vouchers purchased along with proof of purchase. Bus Pass and Food Voucher Logs with client initials and date of receipt of bus pass and food voucher.

Current Request Total: \$ _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

Authorized Signature

Date

Exhibit E

Date _____

AMOUNT OF REIMBURSEMENT REQUEST: \$ _____

FOR MONTH OF: _____

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

Director (Signature)

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

STANDARDS OF CARE FOR 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 (INTERIM HOUSING)

Any facility utilized in which the primary purpose is to provide temporary 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 transitional 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.

Above Definitions Revised and approved by HHA on 08/26/10

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

Exhibit F2

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

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

C. OPERATIONS

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

EMERGENCY SHELTER STANDARDS:

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

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

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

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

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

HEALTH:

- 1) Each facility has available, at all times, first aid equipment and supplies for medical emergencies.
- 2) Each facility has provisions for safe and secure storing, refrigerating, and retrieving residents' medications.
- 3) Each facility refers residents to a medical facility or clinic for needed health examinations, emergency treatment and follow-up visits.
- 4) Each facility promptly and appropriately responds to medical problems with residents and staff.

Exhibit F4

- 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.

Exhibit F5

- 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.

Exhibit F6

- 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.

Exhibit F7

- 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

Exhibit F8

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.
- 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.

Approved by HHA on 11/24/03

MONTHLY PERFORMANCE MEASURES REPORT

PROGRAM: _____

MONTH: _____

PERFORMANCE MEASURES	TARGET	PERCENT ACHIEVED	STATUS
Initial Universal Assessment entered into CMIS.	100%		
Developed Client Action Plan/Reviewed every 30 Days.	100%		
Households referred to HPRP within 10 days.	70%		
Households exiting shelter in 30 days or less.	50%		
Exit Universal Assessment entered into CMIS for households in shelter over 30 days.	100%		

Completed by _____

Date _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SN
CENTE-4

DATE (MM/DD/YYYY)
03/02/10

PRODUCER
Brown & Brown of Florida, Inc
Suite 400
1401 Forum Way
West Palm Beach FL 33401
Phone: 561-686-2266 Fax: 561-686-2313

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

Center for Family Services of
Palm Beach County, Inc.
4101 Parker Avenue
West Palm Beach FL 33409

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co+	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

RECEIVED MAR 04 2010

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	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK537063	03/01/10	03/01/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK537063	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PHUB300184	03/01/10	03/01/11	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHR
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Crime	PHPK537063	03/01/10	03/01/11	\$100,000	Ded. \$1,000
A		Professional Liabi	PHPK537063	03/01/10	03/01/11	3,000,000	\$1,000,000

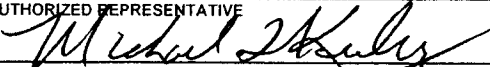
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 Days Notice of Cancellation for Non-Payment of Premium.
 Palm Beach County Division of Human Services are named Additional Insured with respects to General Liability as required by written contract. Umbrella Policy Follows Form.

CERTIFICATE HOLDER

PBCDHS1
 Palm Beach County Division of Human Services
 Attn: Carol Shaffer; Contracts
 810 Datura St. Ste 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 *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


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.



RECEIVED MAY 23 2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

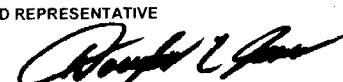
PRODUCER Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Oasis Acquisition, Inc Alt. Emp: THE CENTER FOR FAMILY SERVICES , INC dba: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUN 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	INSURER A: Zurich-American Insurance Company	NAIC # 16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10FL075761291 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 29-38-687-08	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Location Coverage Period:				06/01/2010	06/01/2011	Client#: 4163-1	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Coverage is provided for only those employees leased to but not subcontractors of: THE CENTER FOR FAMILY SERVICES, INC dba: THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUN 4101 Parker Ave WEST PALM BEACH, FL 33405

CERTIFICATE HOLDER PALM BEACH COUNTY, DIVISION OF HUMAN SERVICES ATTN: CAROL SHAFFER 810 DATURA ST WEST PALM BEACH, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2009 ACORD CORPORATION. All rights reserved.