



PROGRAM AGREEMENT

PROGRAM DESCRIPTION

The Dwellings program (“The Dwellings”) is offered to single men and women, as well as families with children. This program is offered without regard to race, color, religion, creed, national origin, gender, sexual orientation, age, ancestry, marital status or disability. The Dwellings does not require any religious or spiritual affiliation, nor does it have any requirement for church attendance or any other religious or spiritual practice.

The Dwellings program is available to men, women and families with children who are searching for secure housing and supportive services. All who reside at The Dwellings agree to participate in developing and following a personalized plan which may include but is not limited to: active steps towards housing after The Dwellings, referrals to children and family services, anger management classes, life-skills classes, substance abuse classes, one-on-one or group counseling, or any other activities outlined in their program plan. The Dwellings case management staff will work with The Dwellings program participants to develop and implement this plan. The program requirements are designed to offer the best possible support for The Dwellings program participants and require formal agreement.

The Dwellings is a low-barrier program intended to serve very low-to middle-income individuals and families. Each program participant and family will have access to a case manager who they will be required to meet with on a schedule determined by the program director and/or his/her designee. The intention of scheduled meetings is to ensure that stable housing is maintained long-term. Additionally, these meetings will allow supportive staff to identify a variety of needs. The case manager will be able to provide referrals to partner agencies where a program participant’s specific needs may be met.

While case management for participants is always on-going, a yearly reassessment of the participant’s finances and budget will be accomplished on all participants who have completed twelve (12) months in The Dwellings program. This will require the submission of income verification documents and a thorough discussion of the participant’s budget.

GROUP MEETINGS (TOWN HALL)

All adult program participants of The Dwellings are expected to attend town hall meetings as scheduled or announced. Meetings will be held in an identified location and every effort will be given to give advanced notice to program participants of scheduled meetings. If a participant cannot attend the town hall meeting due to work or any other legitimate reason, prior clearance for non-attendance must be obtained from the program director or other program staff.

SAFETY AND SECURITY

The Dwellings program participants and staff will conduct themselves in a respectful, civil, law-abiding manner for the safety of all. **The Dwellings is a drug-free campus**; participants are prohibited from possessing or using illegal substances as defined in Florida Statutes. Additionally, participants are prohibited from possessing firearms or weapons as defined in Florida Statutes. Prohibited activities include all threats of violence, possessing pornographic material, regular use of profanity or demeaning language towards others, destruction of property, theft or any other illegal activity.

All personal property, including vehicles, the program participant's assigned space and any other storage areas on the property are subject to inspection by the program director or other program staff at any time with or without notice. As a drug-free environment, there is zero tolerance for a program participant's inebriation or being under the influence of other substances on The Dwellings grounds that is not medically prescribed.

Participants are responsible for the safekeeping of their money, valuables and all personal property. Participants should not give their money or valuables to other program participants or staff for safekeeping. program participants cannot request, give, or receive money, services, goods or favors to or from any staff member of The Dwellings.

The safety and health of all program participants is a priority. Therefore, all prescription medications must be reported to the program director upon acceptance into the program, or at the time such medication is prescribed to a Dwellings program participant if after the initial move-in date. This will allow to better understand the medical needs of the individuals in the program. Sharing or misusing of prescribed medications is dangerous and therefore forbidden. If staff is made aware of this activity, participants may be immediately discharged from The Dwellings.

Fighting, threat of violence, theft, destruction of property, inappropriate contact, insubordination or illegal activity may result in immediate discharge with all appropriate legal agencies being notified.

Prior to moving in, applicants must submit a complete certified criminal history check through the Florida Department of Law Enforcement. The program director and/or his/her designee may require individual program participants to submit an updated criminal history check.

VEHICLES

Dwellings program participants that require use of a handicap parking spot need to have the appropriate tag sticker/mirror hanger displayed when parked. Each Dwellings participant may only park one personal vehicle on site at a time. Non-operational vehicles may not be kept at The Dwellings. There are no assigned parking spaces anywhere on The Dwellings property. Except for handicap spaces, all parking is scramble parking.

Because of the large number of participants at The Dwellings, and the high propensity for pedestrian traffic, participants must use great caution when driving on the property. Speeding and/or careless driving will not be tolerated. Participants who fail to adhere to these guidelines may be discharged from the program.

HOUSE ASSIGNMENTS

House assignments shall be based on the program participant's initial assessment. Preference may be given to program participants who have special needs (e.g., handicap-accessible rooms). The program director will determine the house to which a program participant will be assigned. No house changes will be made without the approval of the program director. Dwellings participants may be allowed to move to a different size home based on financial change and/or approval by the program director.

PROPERTY MAINTENANCE/SMOKE-FREE ENVIRONMENT

Keeping the buildings and property clean and orderly is very important. Each participant is responsible for keeping his/her area, as well as the common areas, clean. Program participants may be occasionally required to participate in cleanup of the local common areas. Routine house inspections may be performed by the program director or program staff. Problems will be communicated to the program participant. The program participant will be expected to correct the identified problems in a timely fashion.

The Dwellings encourages all participants to decorate and personalize their homes to make their stay more comfortable, however certain rules and guidelines apply:

- Holiday decorations permitted only within 30 days before or 15 days after said holiday.
- Decorations should not interfere with fire safety equipment (i.e. smoke alarm) or house appliances.
- Decorations should not interfere with safe passage or evacuation.
- Porches should remain free of clutter and trash.
- Potted plants and greens planted in the garden bed are permitted. Use of cut live trees, garland, greenery, wreaths, leaves, twigs, bamboo, branches, hay or sand as decoration is prohibited.
- Signs are not permitted to be affixed to the residence. Other visible signs must not be offensive and are subject to removal at the program director's discretion.
- Barbecue grills/smokers that are kept on the porch are required to have a grease trap and fire protection available.
- Decorations inside or outside the home deemed to be excessive or unsafe may require removal at the discretion of the program director or his/her designee.

All buildings and houses are to remain smoke-free. Smoking is only permitted in designated smoking areas. Cigarette butts must be extinguished and discarded of in a proper receptacle, not left on the ground. Smokers are asked to consider that many may suffer from health problems that are exacerbated by cigarette smoke, and to be considerate when smoking around others. Cigarette smokers may be occasionally required to participate in cigarette butt cleanup of the local common areas.

GUESTS

All guests must have The Dwellings program participant with whom they are visiting present with them always. Occasional overnight guests are permitted; however, guests are not permitted to move in as roommates without first acquiring the permission of the program director. Guests expected to stay longer than a "long weekend" need prior approval from the program director. Extended stay guests would have to apply and be assessed, and subsequently approved, as program participants

ANIMAL POLICY

Animals are not permitted on the property with one exception: an animal defined as a Service Animal under the American with Disabilities Act of 1990. Under this act a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Emotional support, therapy, comfort, or companion animals are not considered Service Animals under the Act and therefore are not permitted. Documentation must be provided certifying that required vaccinations are current. At the time the animal is due for renewed vaccinations the resident must provide documentation to show that the required vaccinations were given. Participants with approved service animals must keep the dog on a leash always and are required to pick up and properly discard of the dog's waste. Program participants may be discharged by the program director for not adhering to animal waste and leash policies.

CONFLICT RESOLUTION

As in any community environment, there will occasionally be differences of opinion among program participants. Learning to handle and express feelings in a constructive manner will be necessary for a healthy environment. When disagreements occur and are not resolved, program participants are encouraged to step away and consider their role and responsibility in the conflict. For this reason, program participants are encouraged to first try and resolve personal conflicts with others respectfully before involving the program director. If efforts to resolve the conflict fail, the program director or other program staff should be notified of the conflict. The notified staff member will contact the other party or parties and will schedule a meeting with the program director as quickly as possible to mediate the conflict.

GRIEVANCE PROCEDURE

All program participants in The Dwellings must follow the directives of the program director or appointed staff. If the participant disagrees with any directive, then he/she may appeal to the program director. If the directive was from the program director, then the participant has the right to appeal to the Advocacy Team. If any participant has a problem or concern about inappropriate behavior by any member of the management team or any volunteer, he/she should contact the program director as soon as possible.

The Advocacy Team will meet as needed to hear from program participants who were removed from the program. This is an opportunity for individuals to discuss the circumstances surrounding their dismissal from The Dwellings. The Advocacy Team is comprised of Dwellings employees and other CESC, Inc. management staff.

FINANCES AND FEES

All program participants are expected to pay their program fee. Program fees are to be paid by ACH bank withdrawal on an agreed upon schedule. Program participants may be required to pay program fees by money order or cashier's check when necessary and approved by the program director. Personal checks and cash will not be accepted. **Failure to pay in a timely manner will result in immediate discharge from The Dwellings unless prior arrangements are made with the program director.**

Acceptable proof of income must be provided by all applicants prior to move-in. This includes, but is not limited to: paystubs, HR documents, bank statements, and any other documentation approved by the program director and/or his/her designee. Additional proof of income may be requested at any time. Program participants are required to notify the program director of any changes to their finances. This includes the agreed upon pay schedule, paycheck date changes, increases or decreases in expected net pay, and any other circumstances that may impact the program participants' ability to pay their program fee. **Failure or refusal to pay program fees will result in discharge from the program. Fee balances reaching or exceeding 150% of the monthly program fee may result in immediate discharge from the program.** Fee waivers may be available on a case-by-case basis at the program director's discretion. When a participant leaves the program, any previously paid program fees will be refunded on a prorated basis and calculated on the date that the program participant leaves the program property. **All refunds must be requested** (i.e. they are not automatic) and will be issued via company check within eight (8) business days of program exit. Deductions may be taken from remaining program fees if damage to the property is noted by the program director or designee. A valid mailing address must be given to the program director when requesting a refund for mailing of the returned fees to the participant.

CONFIDENTIALITY

When working with other agencies, staff will only divulge information necessary to help a participant meet his/her program goals. Staff will not provide information to friends, employers or family members without the participant's permission. Likewise, participants should also respect the privacy of everyone in the program by not disclosing any information about anyone to anyone else, including the names of anyone who is a program participant at The Dwellings or any other information about them.

EXCEPTIONS:

- There is a suspected abuse of a child and/or elderly or disabled person.
- There is reasonable cause to believe that you pose a risk to yourself or others.
- There is reason to believe that you have or are in the process of committing a crime.
- Law enforcement is serving an arrest warrant.
- If you are being investigated by the Department of Children and Families.
- Verification of residence needed by your probation officer.

It is a requirement for those receiving physical and/or mental health treatment to agree to provide Releases of Information between all mental health providers/physicians and The Dwellings. ROIs may be required prior to admittance into The Dwellings program.

PROGRAM SUSPENSION AND / OR DISCHARGE

If a participant is asked to leave the property for any reason by the program director, or other staff, he/she must leave immediately, however, this does not necessarily mean discharge from The Dwellings. Permanent discharge from The Dwellings is not effective until the participant has had a chance to discuss the situation with the Director and until all facts regarding the case are assessed by the Advocacy Team. A review at the Advocacy Team meeting will precede a final order of discharge from The Dwellings. Any outside party or social service agency may participate in the participant's case review. A participant may still be asked to leave the property until the final review is complete. All personal items left on The Dwellings premises after a participant is discharged from or voluntarily leaves The Dwellings without notice will be secured by staff. All items left will be searched for personal papers, etc. If a discharged participant does not claim the items within three (3) business days, all clothing and other personal items will be removed from the property. Documents with personal information will be destroyed after seven (7) days to protect personal identity.

The Dwellings is a housing program of CESC, Inc., along with the Kearney Center and Westgate. As such, program participants who are discharged from The Dwellings by the program director for violation of program agreement may not be able to be rehoused at the Kearney Center or Westgate immediately. The Dwellings program participant must first speak with The Dwellings Advocacy Team. If discharge is decided, the individual will need to go through the appeal process at the Kearney Center or Westgate. The Director of Operations at the Kearney Center or the Director of Operations of Westgate will review each discharge from The Dwellings on a case-by-case basis to determine housing eligibility at the respective programs.

Basic community rules and guidelines are established to assure that all participants' needs are considered and to maintain smooth operation of the community. Rules will be discussed at Town Hall meetings and posted when practical. These rules are fluid and may be subject to change as needs and situations dictate. If a participant disagrees with any rule he / she will comply with the existent rule, then ask for the rule to be reconsidered by the program director.

A PARTICIPANT'S CONTINUATION IN THE PROGRAM IS AT THE DISCRETION OF THE PROGRAM DIRECTOR. PARTICIPANTS WHO SHOW AN UNWILLINGNESS OR INABILITY TO FOLLOW PROGRAM RULES AND GUIDELINES OR WHO ARE DISRUPTIVE TO THE CONTINUITY AND SMOOTH OPERATION OF THE COMMUNITY MAY BE DISCHARGED FROM THE PROGRAM AT ANY TIME AT THE DISCRETION OF THE PROGRAM DIRECTOR.

In special cases where the program director is not available, or the issue is related to violence, threat of violence, or other unlawful acts, immediate departure from the property may be required. As mentioned previously, the Advocacy Team will hear the appeal of any program participant who has been suspended from the program.

PROGRAM PARTICIPANT RESPONSIBILITIES & ACKNOWLEDGEMENT OF PROGRAM GUIDELINES:

The Dwellings is not responsible for any of the following:

- The loss of any of personal property or belongings.
- Damage to any of personal property or belongings.
- Any accident or injury that may happen while on the program campus or while participating in any training assignment or program of the Program.
- Any expenses incurred by participants and family, regardless of the nature of said expenses, while in the program.
- Participants in the program are **NOT GUARANTEED A SURETY OF HOUSING AND MUST VACATE THE PREMISES IMMEDIATELY UPON DISMISSAL OR EXPULSION FROM THE PROGRAM.**

I have read and understand this entire document. I will comply with the provisions of this PROGRAM AGREEMENT as written above. I have carefully read and fully understand the preceding statements regarding my personal responsibilities and hold Dwellings and its programs harmless for any accident or injury that may occur. In exchange for being allowed access to services at Dwellings, I release from liability and waive my right to sue CESC, Inc., their employees, officers, volunteers and agents from all claims, including claims of negligence, resulting in any physical injury, illness (including death) or economic loss I may suffer, or which may result while at Dwellings. Further, I agree and understand that I am solely responsible for my own personal belongings and Dwellings staff reserves the right to search program participant's belongings for contraband at any time. Either party may terminate this Agreement by giving not less than 15 days written notice to the other party prior to the end of any month: