

1 CONTRACT

2 **29358**

3 THIS CONTRACT is made and entered, in duplicate, as of August 25, 2005
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on August 23, 2005, by and between SOUTHERN
6 CALIFORNIA ALCOHOL AND DRUG PROGRAMS INC., a nonprofit California corporation,
7 with offices located at 11500 Paramount Boulevard, Downey, California 90241
8 ("Organization"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, Organization provides human and social services to homeless
10 residents of the City; and

11 WHEREAS, City wishes to support these services by providing Emergency
12 Shelter Grant Program funds; and

13 WHEREAS, the City Council has authorized the City Manager to enter into
14 a contract with Organization that provides the following:

- 15 1. Grant funding within a maximum amount;
16 2. Program Accountability by the City; and

17 WHEREAS, Organization agrees to perform these services and to provide
18 to City the information and supporting documentation required in this Contract; and

19 NOW, THEREFORE, in consideration of the terms and conditions contained
20 herein, the parties agree as follows:

21 Section 1. The above recitals are true and correct and the Grant Agreement
22 is incorporated herein by this reference and Organization shall comply with the Grant
23 Agreement.

24 Section 2.A. Organization shall provide direct and indirect human or social
25 services to homeless residents of the City based on Intake and Assessment, in accordance
26 with Attachment "A" entitled "Statement of Work", Attachment "B" entitled "Budget",
27 Attachment "C" entitled "Compliance with Federal Regulations", Attachment "D" entitled
28 "Housing Case Management Standards of Care", Attachment "E" entitled "Certification of

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1 Debarment”, Attachment “F” entitled “Certification of Lobbying”, Attachment “G” entitled
2 “Emergency Shelter Grant Program Purpose and Definitions”, and all of which are attached
3 to the Contract and incorporated by reference.

4 B. Organization shall adhere to all policies, procedures, rules and regulations
5 as noted in the United States Department of Housing and Urban Development (HUD)
6 Emergency Shelter Grant Program Desk Guide, Office of Management and Budget (OMB)
7 Circulars, Code of Federal Regulations, United States Codes, City of Long Beach Grants
8 Monitoring Guidelines, City’s contract for funds, the Request for Proposal (RFP),
9 Organization’s proposal in response to the RFP, and all Information Bulletins issued by the
10 City’s Department of Health and Human Services, Homeless Services Division.

11 Section 3. The term of this Contract shall commence at midnight on
12 October 1, 2005, and, unless sooner terminated as provided herein, shall terminate
13 at 11:59 p.m. on September 30, 2007.

14 Section 4. A. Organization shall affirmatively and aggressively use its best
15 efforts to seek and obtain all possible outside funding and in-kind and/or cash match at a
16 dollar for dollar rate of funds received from the City under this Contract. Further,
17 Organization shall maintain cash reserves equivalent to three (3) months of funding

1 for the categories, criteria and rates established in that Attachment. Organization may with
2 the prior written approval of the Director of City's Department of Health and Human
3 Services, or his designee, make adjustments within and among the categories of
4 expenditures in Attachment "B" and modify the performance to be rendered hereunder
5 stated in Attachment "A" provided, however, that such adjustment in expenditures shall not
6 cause the amount of the total budget stated in Attachment "B" to be exceeded.

7 Organization shall prepare quarterly invoices and submit them to City within
8 fifteen (15) days after the end of the quarter in which the Organization provided services.
9 Organization shall attach documentation to each invoice that evidences the amounts
10 shown on the invoice and the amounts of required matching funds. Invoices shall also
11 show units of service and costs identified in Attachment "B." Failure to submit an invoice
12 and its accompanying documentation within the 15-day period may result in late payment
13 from the City. Submission of incorrect invoices or inadequate documentation shall result
14 in the suspension of payment from the City and the Organization must respond to the City
15 with corrective action within fifteen (15) business days after the suspension date. Failure
16 to respond to the City within fifteen (15) business days will result in the return of the original
17 invoice with accompanying documentation for corrections and resubmission to the City.
18 City reserves the right to refuse payment of an invoice received by it sixty (60) days after
19 Organization provided the services relating to that invoice or for the unauthorized expense
20 of funds requiring written approval for budget changes or modifications.

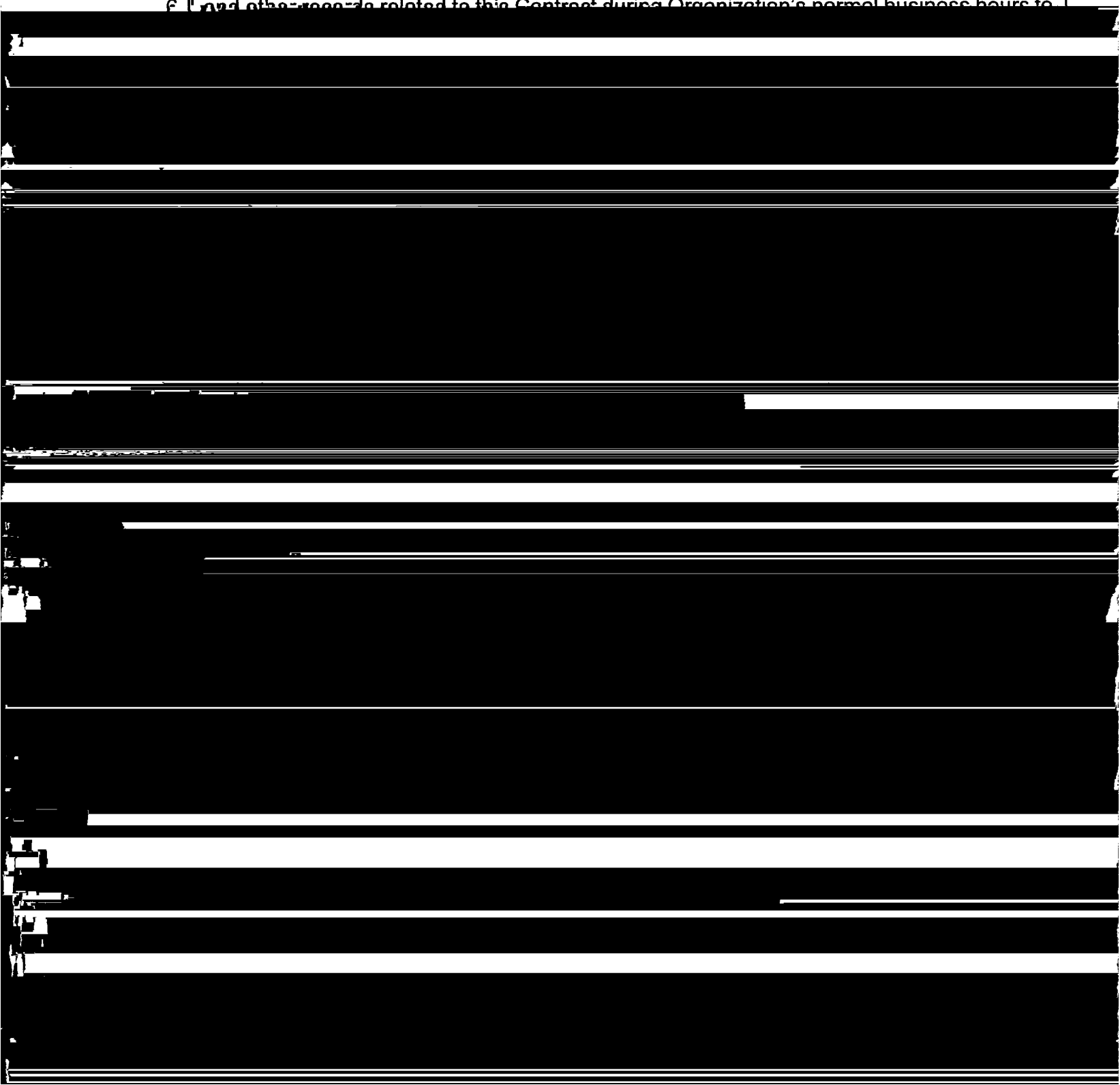
21 D. Organization shall prepare and submit a final invoice for funds under this
22 Contract to the City no later than August 31, 2007.

23 E. Each calendar quarter Organization shall, no later than fifteen (15) days
24 after the end of each quarter, submit to the City copies of cancelled checks and other
25 documents supporting the charges and required matching funds in the invoices submitted
26 during the previous quarter.

27 F. City reserves the right to suspend payment of invoices in the event of non-
28 compliance regarding, but not limited to, submission of reports and/or insurance

1 certifications.

2 Section 5. A. Organization's records relating to the performance of this
3 Contract shall be kept in accordance with generally accepted accounting principles and in
4 the manner prescribed by City. Organization's records shall be current and complete. City
5 and HUD shall have the right to examine, copy, inspect, extract from, and audit financial
6 ~~and other records related to this Contract during Organization's normal business hours to~~



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1 the term of this Contract. Further, Organization shall enter data into the HMIS system on
2 a regular basis (at least weekly) and in a timely manner.

3 E. If Organization spends \$500,000 or more in Federal funds in an
4 Operational Year, then Organization shall submit an audit report to City in accordance with
5 OMB Circular A-133 (contained in Attachment "F") no later than thirty (30) days after
6 receipt of the audit report from Organization's auditor or no later than nine (9) months after
7 the end of the Operational Year. If Organization spends less than \$500,000 in Federal
8 grant funds in an Operational Year, submission of the audit report is optional.

9 Section 6. In the performance of this Contract, Organization shall not
10 discriminate against any employee, applicant for employment or service, or subcontractor
11 because of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS related
12 condition, age, disability, handicap, or Vietnam Era veteran status. Organization shall take
13 affirmative action to assure that applicants are employed or served, and that employees
14 and applicants are treated during employment or services without regard to these
15 categories. Such action shall include but not be limited to the following: employment,
16 upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or
17 termination; rates of pay or other forms of compensation; and selection for training,
18 including apprenticeship.

19 Organization shall permit access by City or any other agency of the county,
20 state or federal governments to Organization's records of employment, employment
21 advertisements, application forms and other pertinent data and records for the purpose of
22 investigation to ascertain compliance with the fair employment practices provisions of this
23 Contract.

24 Section 7. A. In performing services hereunder, Organization is and shall act

1 are in any manner officials, employees or agents of City. Organization shall not have any
2 authority to bind City for any purpose.

3 B. Organization acknowledges and agrees that a) City will not withhold taxes
4 of any kind from Organization's compensation, b) City will not secure workers'
5 compensation or pay unemployment insurance to, for or on Organization's behalf, and c)
6 City will not provide and Organization and Organization's employees are not entitled to any
7 of the usual and customary rights, benefits or privileges of City employees.

8 Section 8. A. This Contract contemplates the personal services of
9 Organization and Organization's employees. Organization shall not delegate its duties or
10 assign its rights hereunder, or any interest herein or any portion hereof, without the prior
11 written consent of City. Any attempted assignment or delegation shall be void, and any
12 assignee or delegate shall acquire no right or interest by reason of such attempted
13 assignment or delegation.

14 B. Organization shall not discriminate against any employee or applicant for
15 employment because of race, color, national origin, ancestry, sex, age, religion, physical
16 and mental disability, handicap, medical condition, marital status, AIDS/HIV status, or
17 sexual orientation. Such actions shall include, but are not limited to, the following:
18 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off
19 or termination, rates of pay, or other forms of compensation; and selection of training,
20 including apprenticeship.

21 Section 9. Organization shall indemnify and hold harmless the City, its
22 Boards, Commissions, and their officials, employees and agents (collectively in this Section
23 "City") against any and all liability, claims, demands, damage, causes of action,
24 proceedings, penalties, loss, costs, and expenses (including attorney's fees, court costs,
25 and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
26 allegations and include by way of example but are not limited to: Claims for property
27 damage, personal injury or death arising in whole or in part from any negligent act or
28 omission of Organization, its officers, employees, agents, subcontractors, or anyone under

1 Organization's control (collectively "Indemnitor"); Organization's breach of this Agreement;
2 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
3 in any way to workers' compensation. Independent of the duty to indemnify and as a
4 free-standing duty on the part of Organization, Organization shall defend City and shall
5 continue such defense until the Claim is resolved, whether by settlement, judgment or
6 otherwise. Organization shall notify the City of any Claim within ten (10) days. Likewise,
7 City shall notify Organization of any Claim, shall tender the defense of such Claim to
8 Organization, and shall assist Organization, as may be reasonably requested, in such
9 defense.

10 Section 10. Organization shall procure and maintain at Organization's
11 expense (which expense may be submitted to City for reimbursement from grant funds
12 allocated to the Organization if itemized on Attachment "B") for the duration of this Contract

1 less than One Million Dollars (\$1,000,000).

2 (c) Professional liability or errors and omissions insurance in an
3 amount not less than One Million Dollars (\$1,000,000) per claim.

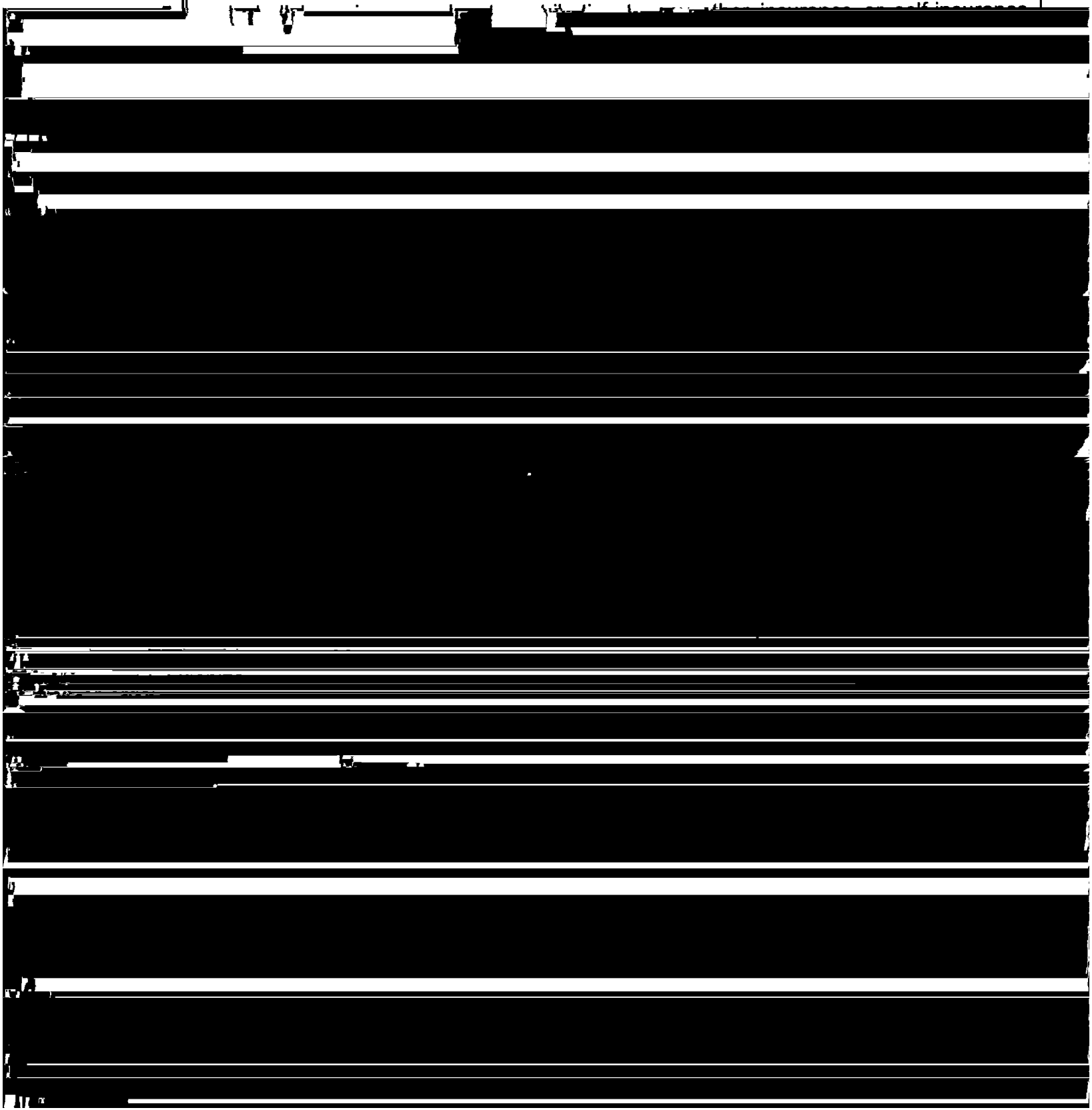
4 (d) Commercial automobile liability insurance (equivalent in scope to
5 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
6 not less than Five Hundred Thousand Dollars (\$500,000) combined single
7 limit per accident.

8 (e) Blanket Honesty Bond in an amount equal to at least fifty percent
9 (50%) of the total amount to be disbursed to Organization hereunder or
10 Twenty-five Thousand Dollars (\$25,000), whichever is less, to safeguard the
11 proper handling of funds by employees, agents or representatives of
12 Organization who sign as the maker of checks or drafts or in any manner
13 authorize the disbursement or expenditure of said funds.

14 (f) If delivering services to minors, seniors, or persons with
15 disabilities, Organization's Commercial General Liability insurance shall not
16 exclude coverage for abuse and molestation. If Organization is unable to
17 provide abuse and molestation coverage, it can request a waiver of this
18 coverage from the City. City's Risk Manager will consider waiving the
19 requirement if Organization can demonstrate to the satisfaction of the City's
20 Risk Manager that Organization has no exposure, that the coverage is
21 unavailable, or that the coverage is unaffordable. If a request for a waiver
22 is desired, Organization must submit a signed document on Organization's
23 letterhead to the Director of City's Department of Health and Human
24 Services, who will forward it to the City's Risk Manager, providing reasons
25 why the insurance coverage should be waived. Waivers will be considered
26 on a case by case basis.

27 Any self-insurance program, self-insured retention, or deductible must be
28 separately approved in writing by City's Risk Manager or designee and shall protect City,

1 its officials, employees and agents in the same manner and to the same extent as they
2 would have been protected had the policy or policies not contained retention or deductible
3 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
4 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,



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1 The procuring or existence of insurance shall not be construed or deemed
2 as a limitation on liability relating to Organization's performance or as full performance of
3 or compliance with the indemnification provisions of this Contract.

4 Section 11. A. Organization certifies that, if grant funds are used for
5 renovation or conversion of the building for which the grant funds will be used, then the
6 building must be maintained as a shelter for or provide supportive services to homeless
7 individuals for not less than three (3) years nor more than ten (10) years according to a
8 written determination delivered to Organization by City and such determination shall state
9 when the applicable period of time shall commence and terminate.

10 B. Organization certifies that the building for which the grant funds will be
11 used for essential services, maintenance, operations, and/or homeless prevention services
12 shall be maintained as a shelter or provider of programs for homeless individuals during
13 the term of the Contract.

14 C. Organization shall comply with all requirements of City's Municipal Code
15 relating to building code standards in undertaking any activities or renovations using grant
16 funds.

17 D. Organization shall not commence services until the City's Planning and
18 Building Department has completed an environmental review under 24 CFR Part 58, and
19 Organization shall not commence such services until City informs Organization of the
20 completion and conditions of said environmental review.

21 E. Organization shall provide reports as required by City and HUD.

22 F. In addition to, and not in substitution for, other terms of this Contract
23 regarding the provision of services or the payment of operating costs for emergency
24 shelters pursuant to the Emergency Shelter Grant Program, Organization shall:

25 (4) Not represent that it is, or may be deemed to be, a religious or

1 (2) Not, in connection with costs of its services hereunder, engage in
2 the following conduct:

3 a. It shall not discriminate against any employee or applicant for
4 employment on the basis of religion;

5 b. It shall not discriminate against any person seeking emergency
6 shelter and related services on the basis of religion and will not limit such
7 services or give preference to persons on the basis of religion;

8 c. It shall provide no religious instruction or counseling, conduct no
9 religious worship or services, engage in no religious proselytizing, and exert
10 no other religious influence in the provision of services or the use of facilities
11 and furnishings;

12 d. The portion of the facility used as an emergency shelter assisted
13 in whole or in part under this Contract or in which services are provided
14 which are assisted under this Contract shall contain no sectarian religious
15 symbols or decorations.

16 G. Organization shall provide homeless individuals with assistance in
17 obtaining:

18 (1) Appropriate supportive services, including transitional housing,
19 permanent housing, physical health treatment, mental health treatment,
20 counseling, supervision, and other services essential for achieving
21 independent living; and

22 (2) Other federal, state, and local private assistance available for
23 such individuals, including mainstream resources.

24 H. Organization certifies that it will comply with 24 CFR Part 576, as
25 amended, the regulations identified in Attachment "C" attached to the Contract and made
26 incorporated by reference, the Grant Agreement, and such other requirements as from
27 time to time may be promulgated by HUD.

28 I. Organization shall execute a Certification Regarding Lobbying in the form

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1 shown in Attachment "D".

2 J. Organization shall execute a Certification Regarding Debarment in the
3 form shown in Attachment "E", attached to the Contract and incorporated by reference.

4 Section 12. All notices required hereunder shall be in writing and personally
5 delivered or deposited in the U.S. Postal Service, certified mail, return receipt requested,
6 to City at 2525 Grand Avenue, Long Beach, California 90815 Attn: Manager, Bureau of
7 Human and Social Services, and to Organization at the address first stated herein. Notice
8 shall be deemed given on the date personal delivery is made or the date shown on the
9 return receipt, whichever first occurs. Notice of change of address shall be given in the
10 same manner as stated herein for other notices.

11 Section 13. The City Manager or designee is authorized to administer this
12 Contract and all related matters, and any decision of the City Manager or designee in
13 connection herewith shall be final.

14 Section 14. Organization shall have the right to terminate this Contract at any
15 time for any reason by giving thirty (30) days prior notice of termination to City, and City
16 shall have the right to terminate all or any part of this Contract at any time for any reason
17 or no reason by giving five (5) days prior notice to Organization. If either party terminates
18 this Contract, all funds held by the Organization under this Contract which have not been
19 spent on the date of termination shall be returned to City.

20 Section 15. This document constitutes the entire understanding of the parties
21 and supersedes all other agreements, oral or written, with respect to the subject matter

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1 pursuant to Section 4.C. hereof.

2 Section 18. In the event of any conflict or ambiguity between this Contract
3 and one or more attachments, the provisions of this Contract shall govern.

4 Section 19. The acceptance of any service or payment of any money by City
5 shall not operate as a waiver of any provision of this Contract, or of any right to damages
6 or indemnity stated herein. The waiver of any breach of this Contract shall not constitute
7 a waiver of any other or subsequent breach of this Contract.

8 Section 20. Organization certifies that it has established a Drug-free
9 Awareness Program in compliance with Government Code Section 8355, that it has given
10 a copy of said Program to each employee who performs services hereunder, that
11 compliance with the Program is a condition of employment, and that it has published a
12 statement notifying employees that unlawful manufacture, distribution, dispensation,
13 possession, or use of a controlled substance is prohibited and action will be taken for
14 violation.

15 Section 21. City shall facilitate the submission of all reports required by HUD
16 based on information submitted by Organization to City. City shall act as the primary
17 contact for Organization to HUD for services provided under this Contract. City shall
18 facilitate directly to HUD the submission of any information related to all financial and
19 programmatic matters in this Contract.

20 IN WITNESS WHEREOF, the parties have caused this document to be duly

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 executed with all formalities required by law as of the date first stated above.

2 SOUTHERN CALIFORNIA ALCOHOL AND
3 DRUG PROGRAMS INC., a nonprofit California
4 corporation

5 Oct 4, 2005

6 By Lynne Appel, Executive
7 Lynne Appel
8 (Type or Print Name)
9 Secretary

10 Oct 4, 2005

11 By Marisela Arroyo-Osuna
12 (Type or Print Name)

13 "Organization"

14 CITY OF LONG BEACH, a municipal corporation

15 10/9, 2005

16 By [Signature]
17 City Manager

18 "City"

19 This Contract is approved as to form on _____, 2005.

20 ROBERT E. SHANNON, City Attorney

21 By _____
22 Senior Deputy

23 APPROVED AS TO FORM

24 11/3, 2005
25 ROBERT E SHANNON, City Attorney
26 BY [Signature]
27 SENIOR DEPUTY CITY ATTORNEY

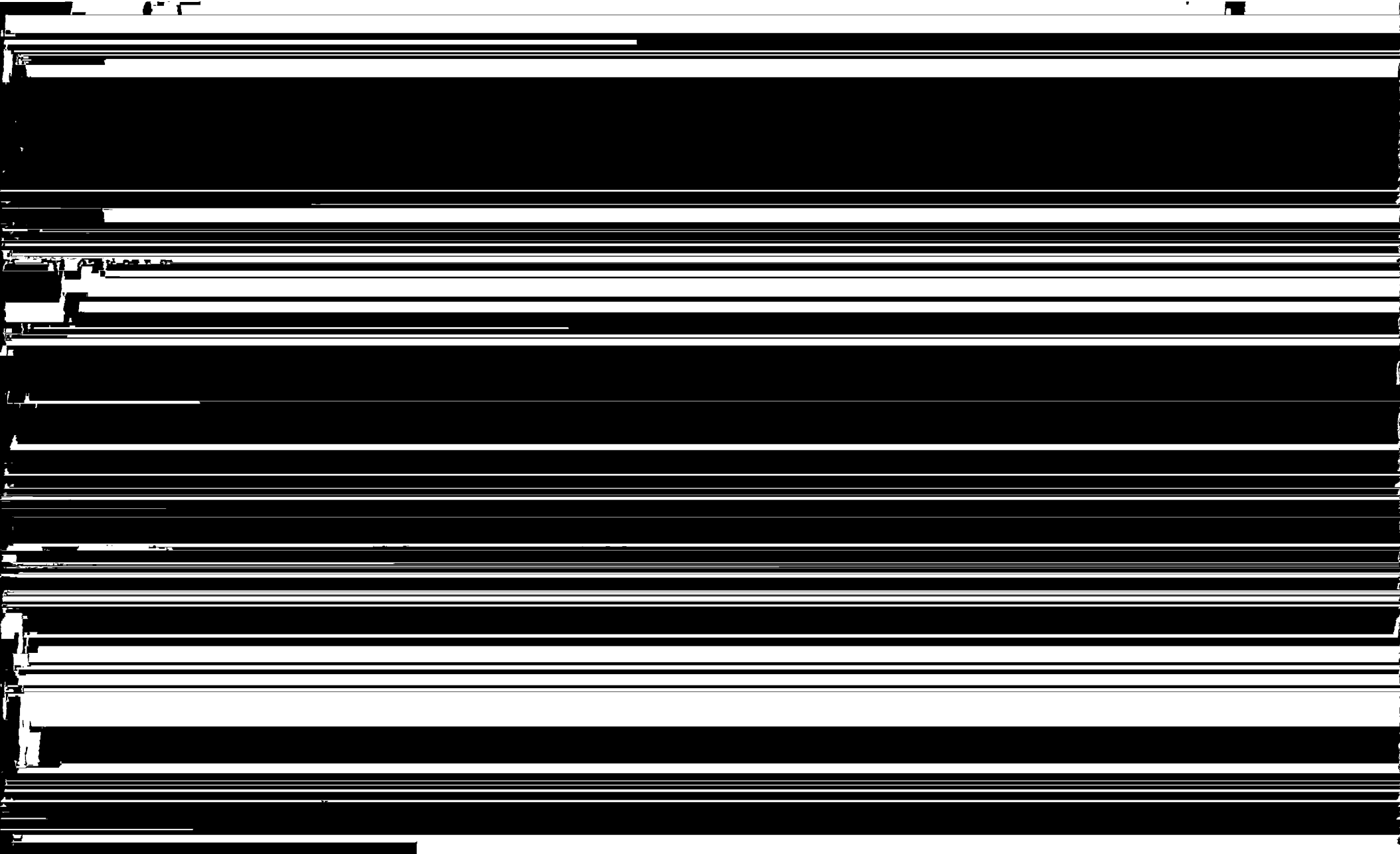
28 Robert E. Shannon
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Attachment "A"

City of Long Beach
Emergency Shelter Grant (ESG) Program 2005-2007
Scope of Work

AGENCY NAME: Southern California Alcohol & Drug Programs, Inc.

CONTRACT NUMBER: _____



Attachment “B”

CITY OF LONG BEACH
 EMERGENCY SHELTER GRANT (ESG) PROGRAM 2005-2007
 PROGRAM BUDGET FOR Southern California Alcohol and Drug Programs, Inc. CONTRACT #

BUDGET ITEM	ALLOCATION	ESSENTIAL SERVICES	PREVENTION SERVICES	OPERATIONS (STAFF)	OPERATIONS	BUDGET JUSTIFICATION
OPERATIONS	\$	\$	\$	\$	\$	
1. Program Aide (Weekend 8a-4p) - .40 FTE	10,000				10,000	Assists Program Director and Counselor/Case Manager in client supervision and service delivery; supervise residents in coordination with housekeeping tasks, including food shopping, cleaning/chore lists, and shelter maintenance; monitors security activities of housing facility to ensure safety of clients and adherence to rules; assists with life skills training workshops; provide client transportation, as needed; and other tasks as assigned.
2. Program Aide (Weekend 4p-12a) - .40 FTE	10,000				10,000	Same as above
3. Program Aide (Weekend 12-8a) - .40 FTE	10,000				10,000	Same as above
4. Client Food	20,490				20,490	For payment of food for clients
TOTAL CLB CONTRACT	50,490				50,490	Total Operations

Program Budget 2005-2007 (Catholic Charities)

ATTACHMENT B
 PAGE 1 OF 1 PAGES

29

Attachment “C”

PART 576—EMERGENCY SHELTER GRANTS PROGRAM: STEWART B. McKINNEY
HOMELESS ASSISTANCE ACT

Subpart A--General

- 576.1 Applicability and purpose.
- 576.3 Definitions.
- 576.5 Allocation of grant amounts.

Subpart B--Eligible Activities

- 576.21 Eligible activities.
- 576.23 Limitations--Primarily religious organizations.
- 576.25 Who may carry out eligible activities.

Subpart C--Award and Use of Grant Amounts

576.21 Application requirements



Subpart A—General

Sec. 576.1 Applicability and purpose.

This part implements the Emergency Shelter Grants program contained in subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378). The program authorizes the Secretary to make grants to States, units of general local government, territories, and Indian tribes (and to private nonprofit organizations providing assistance to homeless individuals in the case of grants made with reallocated amounts) for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain operating expenses and essential services in connection with emergency shelters for the homeless, and for homeless prevention activities. The program is designed to be the first step in a continuum of assistance to enable homeless individuals and families to move toward independent living as well as to prevent homelessness.

[61 FR 51548, Oct. 2, 1996]

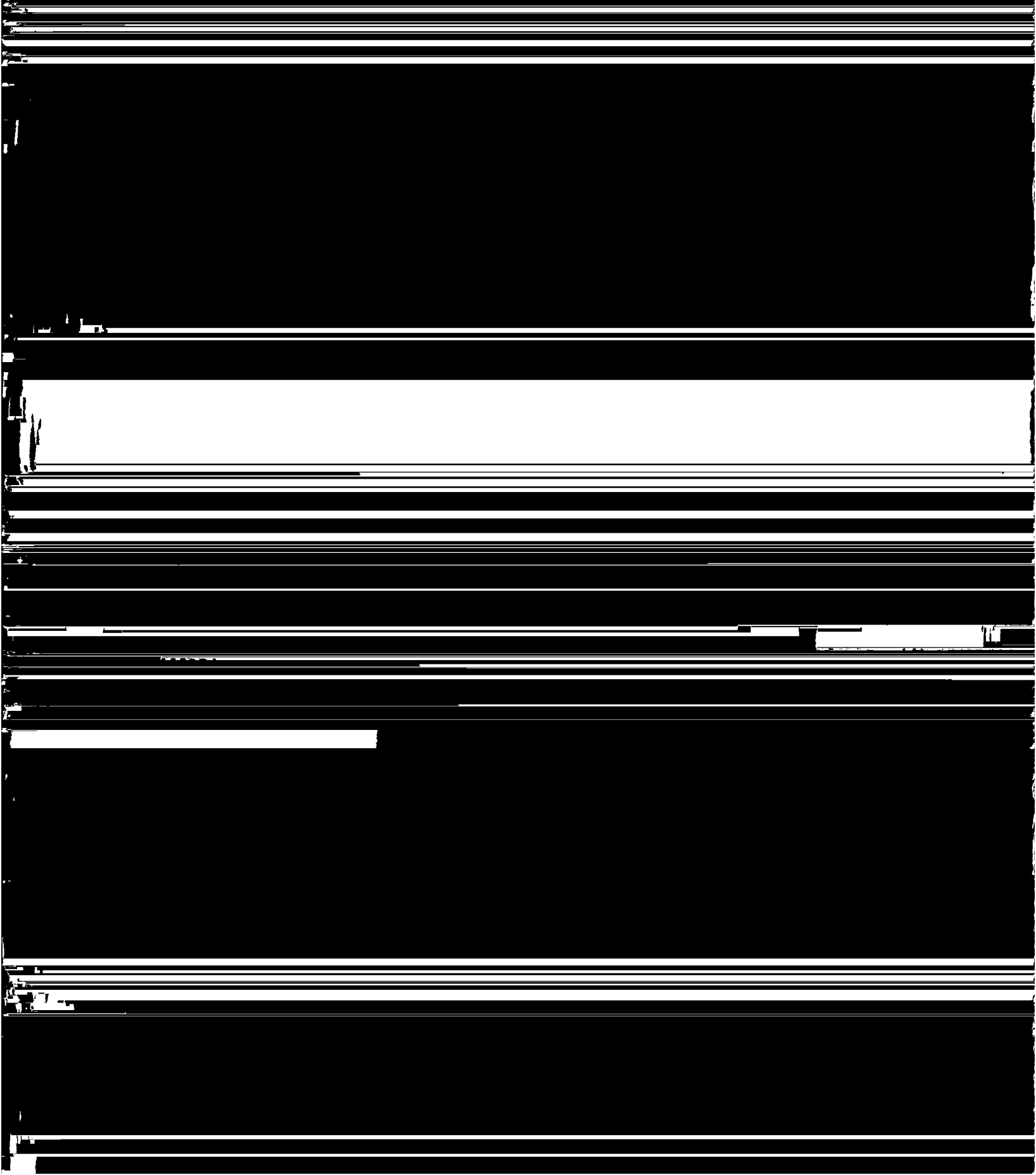
Sec. 576.3 Definitions.

The terms Grantee and HUD are defined in 24 CFR part 5. Administrative costs means as the term is defined in Sec. 583.135(b) of this part, except that the exclusion relates to the costs of carrying out eligible activities under Sec. 576.21(a). Consolidated plan means the plan prepared in accordance with part 91 of this title. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with part 91 of this title. Conversion means a change in the use of a building to an emergency shelter for the homeless under this part, where the cost of conversion and any rehabilitation costs exceed 75 percent of the value of the building after conversion. Emergency shelter means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless. Essential services includes services concerned with employment, health, drug abuse, and education and may include (but are not limited to):

- (1) Assistance in obtaining permanent housing.
- (2) Medical and psychological counseling and supervision.
- (3) Employment counseling.
- (4) Nutritional counseling.
- (5) Substance abuse treatment and counseling.
- (6) Assistance in obtaining other Federal, State, and local assistance including mental health benefits; employment counseling; medical assistance; Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to families with Dependent Children, General Assistance, and Food Stamps;

(7) Other services such as child care, transportation, job placement and job training; and

(8) Staff



Territory means each of the following: the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, Palau (Trust Territory of the Pacific), and any other territory or possession of the United States.

State recipient means any unit of general local government or nonprofit organization to which a State makes available emergency shelter grant amounts.

Unit of general local government means any city, county, town, township, parish, village, or other general purpose political subdivision of a State.

Urban county means a county that was classified as an urban county under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which emergency shelter grant amounts are made available.

Value of the building means the monetary value assigned to a building by an independent real estate appraiser, or as otherwise reasonably established by the grantee or the State recipient.

[54 FR 46799, Nov. 7, 1989, as amended at 56 FR 56128, Oct. 31, 1991; 60 FR 1918, Jan. 5, 1995; 61 FR 5210, Feb. 9, 1996; 61 FR 51548, Oct. 2, 1996]

Sec. 576.5 Allocation of grant amounts.

(a) Territories. HUD will set aside for allocation to the territories an amount equal



Subpart B--Eligible Activities

Sec. 576.21 Eligible activities.

- (a) Eligible activities. Emergency shelter grant amounts may be used for one or more of the following activities relating to emergency shelter for the homeless:
- (1) Renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless;
 - (2) Provision of essential services to the homeless, subject to the limitations in paragraph (b) of this section;
 - (3) Payment for shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food, and furnishings. Not more than 10 percent of the grant amount may be used for costs of staff;
 - (4) Developing and implementing homeless prevention activities, subject to the limitations in 42 U.S.C. 11374(a)(4) and paragraph (c) of this section. Grant funds may be used under this paragraph to assist families that have received eviction notices or notices of termination of utility services only if the conditions stated in 42 U.S.C. 11374(a)(4) are met; and
 - (5) Administrative costs, in accordance with 42 U.S.C. 11378.
- (b) Limitations on provision of essential services. (1) Grant amounts provided by

HUD to units of general local government, territories, or Indian tribes, and grant amounts provided by a State to State recipients, may be used to provide an essential service under paragraph (a)(2) of this section only if the service is a new service, or is a quantifiable increase in the level of a service above that which the unit of general local government (or, in the case of a nonprofit organization, the unit of general local government in which the proposed activities are to be located), territory, or Indian tribe, as applicable, provided with local funds during the 12 calendar months immediately before the grantee or State recipient received initial grant amounts. (2) Limits on the use of assistance for essential services established in 42 U.S.C. 11374(a)(2) are applicable even when the unit of local government, territory, or Indian tribe provides some or all of its grant funds to a nonprofit recipient. This limitation may be waived in accordance with 42 U.S.C. 11374. (c) Limitation on homeless prevention activities. Limits on the use of assistance for homeless prevention activities established in 42 U.S.C. 11374(a)(4) are applicable even when the unit of local government, territory, or Indian tribe provides some or all of its grant funds to a nonprofit recipient.

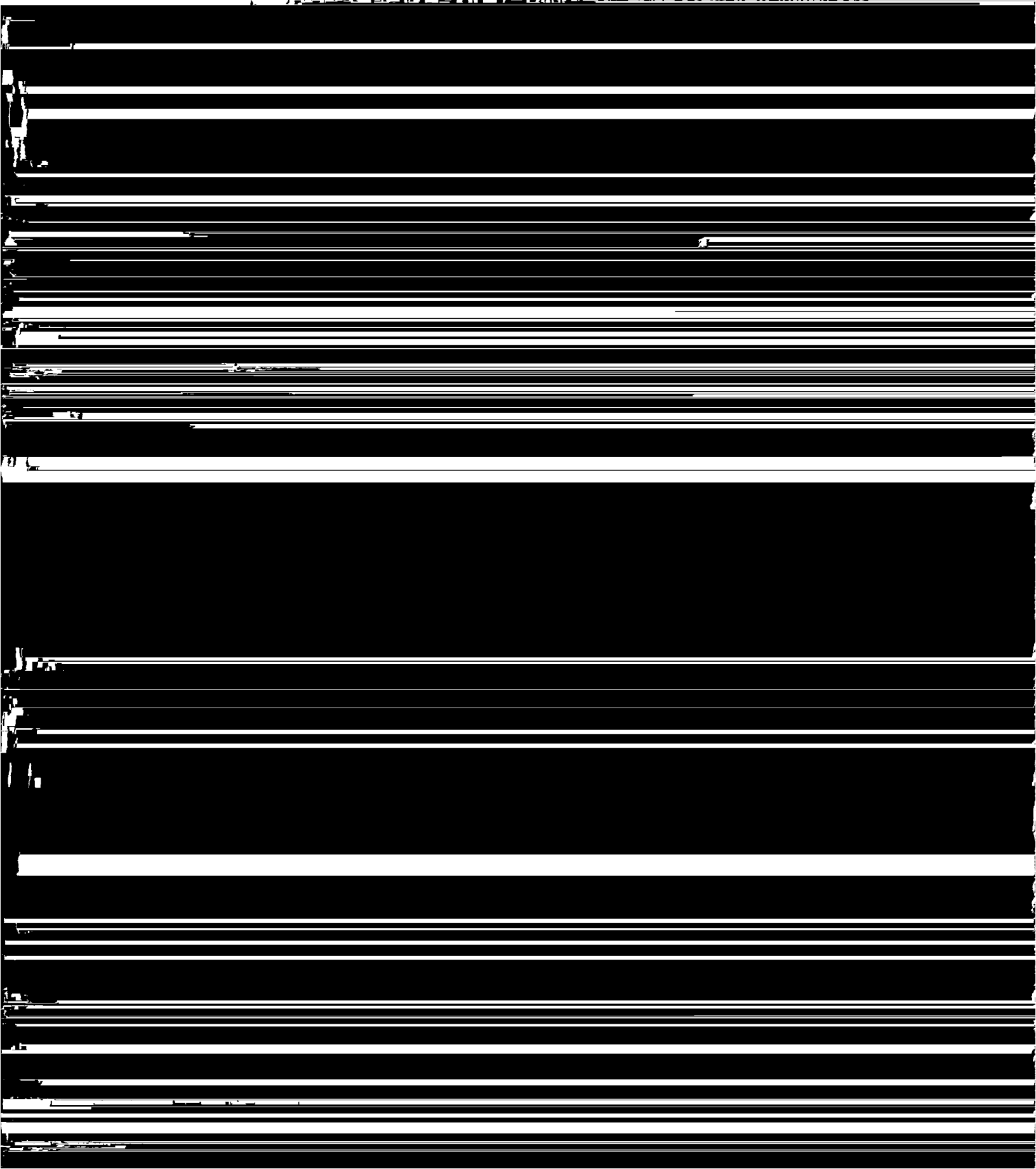
[61 FR 51549, Oct. 2, 1996]

Sec. 576.23 Limitations--Primarily religious organizations.

- (a) Provision of assistance. (1) Assistance may be provided under this part to a grantee or recipient that is a primarily religious organization if the primarily religious organization agrees to provide all eligible activities under this program in

a manner that is free from religious influences and in accordance with the following principles:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment



(i) The secular organization must agree to provide shelter and services eligible under this part in a manner that is free from religious influences and in accordance with the principles set forth in paragraph (a)(1) of this section.

(ii) The secular organization may enter into a contract with the religious organization to provide essential services or undertake homeless prevention activities. The religious organization must agree in the contract to carry out its contractual responsibilities in a manner free from religious influences and in accordance with the principles set forth in paragraph (a)(1) of this section.

(iii) The rehabilitation, conversion, or renovation of emergency shelters are subject to the requirements of paragraph (b) of this section.

(2) HUD will not require the religious organization to establish the secular organization before the selection of its application. In such a case, the religious

Subpart C--Award and Use of Grant Amounts

Source: 54 FR 46799, Nov. 7, 1989, unless otherwise noted.
Redesignated at 61 FR 51550, Oct. 2, 1996.

Sec. 576.31 Application requirements.

(a) Indian tribes. After funds are set aside for allocation to Indian tribes under Sec. 576.5, HUD will publish a Notice of Funding Availability (NOFA) in the Federal Register. The NOFA will specify the requirements and procedures applicable to the allocation and competitive awarding of these set-aside funds to eligible Indian tribe applicants.

(b) States, territories, and formula cities and counties. To receive emergency shelter grant amounts, a State, territory, or formula city or county must:

(1) Submit documentation required under this part, part 5 of this title, or any other applicable provisions of Federal law; and

(2) Submit and obtain HUD approval of a consolidated plan that includes activities to be funded under this part. This consolidated plan serves as the jurisdiction's application for funding under this part.

[61 FR 51550, Oct. 2, 1996]

Sec. 576.33 Review and approval of applications.

Conditional grant. HUD may make a conditional grant restricting the obligation and use of emergency shelter grant amounts. Conditional grants may be made where there is substantial evidence that there has been, or there will be, a failure to meet the requirements of this part. In such a case, the reason for the conditional grant, the action necessary to remove the condition, and the deadline for taking those actions will be specified. Failure to satisfy the condition may result in imposition of a sanction under Sec. 576.69, or in any other action authorized under applicable Federal law. (b) Grant agreement. The grant will be made by means of a grant agreement executed by HUD and the grantee. HUD will not disburse funds before the grant agreement is fully executed.

[54 FR 46799, Nov. 7, 1989, as amended at 60 FR 1918, Jan. 5, 1995. Redesignated and amended at 61 FR 51550, Oct. 2, 1996]

Sec. 576.35 Deadlines for using grant amounts.

(a)(1) States. Each State must make available to its State recipients all emergency shelter grant amounts that it was allocated under Sec. 576.5 within 65 days of the date of the grant award by HUD. Funds set aside by a State for homeless prevention activities under Sec. 576.21(a)(4) must be made available

(i) Obligation of grant funds. Each State recipient must have its grant amounts obligated (as that term is defined at Sec. 576.3) within 180 days of the date on which the State made the grant amounts available to the State recipient. In the case of grants for homeless prevention activities under Sec. 576.21(a)(4), State recipients are required to obligate grant amounts within 30 days of the date on which the State made the grant amounts available to the State recipient.

(ii) Expenditure of grant funds. Each State recipient must spend all of its grant amounts within 24 months of the date on which the State made the grant amounts available to the State recipient. In the case of grants for homeless prevention activities, State recipients must spend such sums within 180 days of the date on which the State made the grant amounts available to the recipient.

(b) Formula cities and counties, territories and Indian tribes-- Expenditure of grant funds. Each formula city or county, territory, and Indian tribe must spend all of the grant amounts it was allocated or awarded under Sec. 576.5 or 576.31 within 24 months of the date of the grant award by HUD. (c) Failure to meet deadlines. (1) Any emergency shelter grant amounts that are not made available or obligated within the applicable time periods specified in paragraph (a)(1) or (b) of this section will be reallocated under Sec. 576.45.

(2) The State must recapture any grant amounts that a State recipient does not obligate and spend within the time periods specified in paragraph (a)(2) of this section. The State, at its option, must make these amounts and other amounts returned to the State (except amounts referred to in Sec. 576.22(b)(6) available as soon as practicable to other units of general local government for use within the time period specified in paragraph (a)(2) of this section or to HUD for reallocation under Sec. 576.45.

[54 FR 46799, Nov. 7, 1989. Redesignated and amended at 61 FR 51550, Oct. 2, 1996]

Subpart D--Reallocations

Source: 54 FR 46799, Nov. 7, 1989, unless otherwise noted.
Redesignated at 61 FR 51550, Oct. 2, 1996.

Sec. 576.41 Reallocation; lack of approved consolidated plan—formula cities and counties.

(a) **Applicability.** This section applies where a formula city or county fails to submit or obtain HUD approval of its consolidated plan within 90 days of the date upon which amounts under this part first become available for allocation in any fiscal year.

(b) **Grantee.** HUD will make available to the State in which the city or county is located the amounts that a city or county referred to in paragraph (a) of this section would have received.

(c) **Notification of availability.** The responsible HUD field office will promptly notify the State of the availability of any reallocation amounts under this section.

(d) **Eligibility for reallocation amounts.** In order to receive reallocation amounts under this section, the State must:

(1) Execute a grant agreement with HUD for the fiscal year for which the amounts to be reallocated were initially made available.

(2) If necessary, submit an amendment to its application for that fiscal year for the reallocation amounts it wishes to receive. The amendment must be submitted to the responsible HUD field office no later than 30 days after notification is given to the State under paragraph (c) of this section.

(e) **Amendment review and approval.** (1) Section 576.33 governs the review and approval of application amendments under this section. HUD will endeavor to

(a) Applicability. This section applies when:

(1) A State, territory, or Indian tribe fails to obtain approval of its consolidated plan within 90 days of the date upon which amounts under this part first become available for allocation in any fiscal year; or

(2) Grant amounts cannot be reallocated to a State under Sec. 576.41.

(b) Grantees. (1) HUD will reallocate the amounts that a State or Indian tribe referred to in paragraph (a)(1) of this section would have received:

(i) In accordance with 42 U.S.C. 11373(d)(3); and

(ii) If grant amounts remain, then to territories that demonstrate extraordinary need or large numbers of homeless individuals.

(2) HUD will make available the amounts that a territory under paragraph (a)(1) of this section would have received to other territories that demonstrate extraordinary need or large numbers of homeless individuals.

(c) Notification of funding availability. HUD will make reallocations to States and Indian tribes under this section by direct notification or Federal Register notice that will set forth the terms and conditions under which amounts under this section are to be reallocated and grant awards made. In the case of reallocations to Territories, the responsible HUD field office will promptly notify each Territory of any reallocation amounts under this section, and indicate the terms and conditions under which reallocation amounts are to be made available and grant awards made.

(d) Eligibility for reallocation amounts. In order to receive reallocation amounts under this section, the formula city or county, State, territory, or Indian tribe must:

(1) Submit an amendment, in accordance with 24 CFR part 91, to its consolidated plan for that program year to cover activities for the reallocation amount it wishes to receive; and

(2) Execute a grant agreement with HUD for the fiscal year for which the amounts to be reallocated were initially made available.

(e) Review and approval. (1) Section 576.53, and such additional requirements as HUD may specify in the notification under paragraph (c) of this section, govern the review and approval of application amendments under this section. HUD will rank the amendments and make grant awards under this section on the basis of the following factors:

(i) The nature and extent of the unmet homeless need within the jurisdiction in which the grant amounts will be used;

(ii) The extent to which the proposed activities address this need; and

(iii) The ability of the grantee to carry out the proposed activities promptly.

(2) HUD will endeavor to make grant awards within 30 days of the application amendment deadline, or as soon thereafter as practicable.

(f) Grant amounts. HUD may make a grant award for less than the amount applied for or for fewer than all of the activities identified in the application amendment.

(g) Deadlines for using reallocated amounts. Section 576.35 governs the use of

Sec. 576.45(d). Any amounts that are reallocated, but are returned, will be reallocated under Sec. 576.45(c).

[54 FR 46799, Nov. 7, 1989, as amended at 56 FR 56129, Oct. 31, 1991; 60 FR 1918, Jan. 5, 1995. Redesignated and amended at 61 FR 51551, Oct. 2, 1996]

Sec. 576.45 Reallocation of grant amounts; returned or unused amounts.

(a) General. From time to time, HUD will reallocate emergency shelter grant amounts that are returned or unused, as those terms are defined in paragraph (f) of this section. HUD will make reallocations under this section by direct notification or Federal Register Notice that will set forth the terms and conditions under which the grant amounts are to be reallocated and grant awards are to be made.

(b) FEMA boards. HUD may use State and local boards established under the Emergency Food and Shelter Program administered by the Federal Emergency Management Agency, as a resource to identify potential applicants for reallocated grant amounts.

(c) Reallocation--returned grant amounts--(1) States and formula cities and counties. HUD will endeavor to reallocate returned emergency shelter grant amounts that were initially allocated under Sec. 576.5 to a State or a formula city or county, for use within the same jurisdiction. Reallocation of these grant amounts is subject to the following requirements:

(i) Returned grant amounts that were allocated to a State will be made available (A) first, to units of general local government within the State and (B) if grant amounts remain, then to other States.

(ii) Returned grant amounts that were allocated to a formula city or county will be made available:

(A) First, for use in the city or county, to units of general local government that are authorized under applicable law to carry out activities serving the homeless in the jurisdiction;

(B) If grant amounts remain, then to the State in which the city or county is located;

(C) If grant amounts remain, to units of general local government in the State; and

(D) If grant amounts remain, to other States.

(2) Indian tribes. Returned grant amounts that were allocated to an Indian tribe will be made available to other Indian tribes.

(3) Territories. Returned grant amounts that were allocated to a territory will be made available, first, to other territories and, if grant amounts remain, then to States.

(4) Further reallocation: States, formula cities and counties, territories, and Indian tribes. HUD will reallocate under paragraph (e) of this section any grant amounts that remain after applying the preceding provisions of paragraph (c) of this section or that are returned to HUD after reallocation under those provisions.

(5) The responsible HUD field office will announce the availability of returned grant amounts. The announcement will establish deadlines for submitting applications, and will set out other terms and conditions relating to grant awards, consistent with this part. The announcement will specify the application documents to be submitted.

(6) The responsible HUD field office may establish maximum grant amounts, considering the grant amounts available, and will rank the applications using the criteria in paragraph (e) of this section.

(7) HUD may make a grant award for less than the amount applied for or for fewer than all of the activities identified in the application, based on competing



Subpart E--Program Requirements

Source: 54 FR 46799, Nov. 7, 1989, unless otherwise noted. Redesignated at 61 FR 51550, Oct. 2, 1996.

Sec. 576.51 Matching funds.

(a) General. Each grantee, other than a territory, must match the funding provided by HUD under this part as set forth in 42 U.S.C. 11375. The first \$100,000 of any assistance provided to a recipient that is a State is not required to be matched, but the benefit of the unmatched amount must be shared as provided in 42 U.S.C. 11375(c)(4). Matching funds must be provided after the date of the grant award to the grantee. Funds used to match a previous ESG grant may not be used to match a subsequent grant award under this part. A grantee may comply with this requirement by providing the matching funds itself, or through matching funds or voluntary efforts provided by any State recipient or nonprofit recipient (as appropriate).

(b) Calculating the matching amount. In calculating the amount of matching funds, in accordance with 42 U.S.C. 11375(a)(3), the time contributed by volunteers shall be determined at the rate of \$5 per hour. For purposes of this paragraph, the grantee will determine the value of any donated material or building, or of any lease, using a method reasonably calculated to establish a fair market value.

[61 FR 51552, Oct. 2, 1996]

Sec. 576.53 Use as an emergency shelter.

(a)(1) Restrictions and definition. Period of use restrictions applicable to assistance provided under this part are governed by 42 U.S.C. 11375(a). Use of grant amounts for developing and implementing homeless prevention activities does not trigger period of use requirements.

(2) For purposes of the requirements under this section, the term same general population means either the same types of homeless persons originally served with ESG assistance (i.e., battered spouses, runaway children, families, or mentally ill individuals), or persons in the same geographic area.

(b) Calculating the applicable period. The 3- and 10-year periods applicable

[54 FR 46799, Nov. 7, 1989. Redesignated and amended at 61 FR 51552, Oct. 2, 1996]

Sec. 576.55 Building standards.

(a) Any building for which emergency shelter grant amounts are used for conversion, major rehabilitation, rehabilitation, or renovation must meet local government safety and sanitation standards.

(b) For projects of 15 or more units, when rehabilitation costs are:

(1) 75 percent or more of the replacement cost of the building, that project must meet the requirements of Sec. 8.23(a) of this title; or

(2) Less than 75 percent of the replacement cost of the building, that project must meet the requirements of Sec. 8.23(b) of this title.

Sec. 576.56 Homeless assistance and participation.

(a) Assistance. (1) Grantees and recipients must assure that homeless individuals and families are given assistance in obtaining:

(i) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

(ii) Other Federal, State, local, and private assistance available for such individuals.

(2) Requirements to ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this part are set forth in 42 U.S.C. 11375(c)(5).

(3) Grantees and recipients may, in accordance with 42 U.S.C. 11375(e), terminate assistance provided under this part to an individual or family who violates program requirements.

(b) Participation. (1) Each unit of local government, Indian tribe, and nonprofit recipient that receives funds under this part must provide for the participation of homeless individuals on its policymaking entity in accordance with 42 U.S.C. 11375(d). (2) Each State, territory, Indian tribe, unit of local government, and nonprofit recipient that receives funds under this part must involve homeless individuals and families in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375(c)(7).

[61 FR 51552, Oct. 2, 1996]

Sec. 576.57 Other Federal requirements.

In addition to the Federal requirements set forth in 24 CFR part 5, use of emergency shelter grant amounts must comply with the following requirements:

(a) Nondiscrimination and equal opportunity. The nondiscrimination and equal opportunity requirements at 24 CFR part 5 are modified as follows:

(1) Rehabilitation Act requirements. HUD's regulations at 24 CFR part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). For purposes of the emergency shelter grants program, the term "dwelling units" in 24 CFR part 8 shall include sleeping accommodations.

(2) Use of emergency shelter grant amounts must also comply with the requirement that the grantee or the State recipient make known that use of the facilities and services is available to all on a nondiscriminatory basis. If the procedures that the grantee or recipient intends to use to make known the availability of the facilities and services are unlikely to reach persons of any race, color, religion, sex, age, national origin, familial status, or

(2) Who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in Sec. 570.611 (d) and (e) of this chapter.

(e) Environmental review responsibilities--(1) Generally. Responsible entities must assess the environmental effects of each application under part 58 of this title. An applicant must include in its application an assurance that the applicant will assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under the National Environmental

Policy Act of 1969 (NEPA) and related authorities listed in part 58 of this title. The grant award is subject to completion of the environmental responsibilities set out in part 58 of this title within a reasonable time period after notification of the award. This provision does not preclude the applicant from enclosing its environmental certification and Request for Release of Funds with its application.

(2) Awards to States. In the case of emergency shelter grants to States that are distributed to:

(i) Units of general local government, the unit of general local government shall

(j) Intergovernmental review. The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR part 52, to the extent provided by Federal Register notice in accordance with 24 CFR 52.3.

[54 FR 46799, Nov. 7, 1989, as amended at 57 FR 33256, July 27, 1992; 61 FR 5210, Feb. 9, 1996. Redesignated and amended at 61 FR 51552, Oct. 2, 1996]

Sec. 576.59 Relocation and acquisition.

(a) Minimizing displacement. Consistent with the other goals and objectives of this part, grantees and recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) Relocation assistance for displaced persons. A displaced person (defined in paragraph (f)(1) of this section) must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(c) Real property acquisition requirements. The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) Responsibility of grantees and recipients. Each grantee and recipient must assure that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section. The cost of assistance required by this section may be paid from local public funds, funds provided in accordance with this part, or funds available from other sources.

(e) Appeals. A person who disagrees with the grantee's or recipient's determination concerning a payment or other assistance required by this section may file a written appeal of that determination with the grantee or recipient. The appeal procedures to be followed are described in 49 CFR 24.10.

(f) Definition--(1) Displaced person. (i) The term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves

of a dwelling unit that occurs after the execution of the agreement between the recipient and HUD if:

(1) The tenant has not been provided a reasonable opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex following the completion of the project at a rent, including estimated average utility costs, that does not exceed the greater of the tenant's rent and estimated average utility costs before the initiation of negotiations, or 30 percent of gross household income; or

(2) The tenant has been required to relocate temporarily but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation or other conditions of the temporary relocation are not reasonable, and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) A person does not qualify as a "displaced person" if:

(A) The person has been evicted for cause based upon a serious or repeated violation of material terms of the lease or occupancy agreement and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(B) The person moved into the property after the submission of the application and, before commencing occupancy, received written notice of the expected displacement;

(C) The person is ineligible under 49 CFR 24.2(g)(2); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iii) The grantee or recipient may, at any time, request a HUD determination of whether a displacement is or would be covered under this section.

(2) Initiation of negotiations. For purposes of determining the type of replacement housing payment to be made to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the grantee and HUD.

(Approved by the Office of Management and Budget under OMB control number 2506-0089)

[54 FR 46799, Nov. 7, 1989, as amended at 54 FR 52397, Dec. 21, 1989. Redesignated at 61 FR 51553, Oct. 2, 1996]

Subpart F--Grant Administration

Source: 54 FR 46799, Nov. 7, 1989, unless otherwise noted. Redesignated at 61 FR 51550, Oct. 2, 1996.

Sec. 576.61 Responsibility for grant administration.

Grantees are responsible for ensuring that emergency shelter grant amounts are

which emergency shelter, transitional, and permanent housing in

(a) HUD sanctions. If HUD determines that a grantee is not complying with the requirements of this part or of other applicable Federal law, HUD may (in addition to any remedies that may otherwise be available) take any of the following sanctions, as appropriate:

(1) Issue a warning letter that further failure to comply with such requirements will result in a more serious sanction;

(2) Condition a future grant;

(3) Direct the grantee to stop the incurring of costs with grant amounts;

(4) Require that some or all of the grant amounts be remitted to HUD;

(5) Reduce the level of funds the grantee would otherwise be entitled to receive;
or

(6) Elect not to provide future grant funds to the grantee until appropriate actions are taken to ensure compliance.

(b) State sanctions. If a State determines that a State recipient is not complying with the requirements of this part or other applicable Federal laws, the State must take appropriate actions, which may include the actions described in paragraph (a) of this section. Any grant amounts that become available to a State as a result of a sanction under this section must, at the option of the State, be made available (as soon as practicable) to other nonprofit organizations or units of general local government located in the State for use within the time periods specified in Sec. 576.35(a)(2), or to HUD for reallocation under Sec. 576.45(d).

(c) Reallocations. Any grant amounts that become available to HUD as a result of the imposition of a sanction under this section will be reallocated under Sec. 576.45(d).

[54 FR 46799, Nov. 7, 1989. Redesignated and amended at 61 FR 51553, Oct. 2, 1996]

Attachment “D”

**SECTION I-HOUSING CASE MANAGEMENT
STANDARDS OF CARE**

I. Definition of Housing Case Management

Housing case management services are client-centered activities through



- Prospective client is informed of agency services and limitations.
- Demographic information and required documentation is collected from the prospective client to complete the eligibility screening.
- A decision is made by the prospective client and agency staff to do the following: (1) Continue and move to comprehensive assessment and open a case for the client, (2) refer the client to the appropriate agency services keeping in mind programs available for special needs populations.

Documentation:

- Date of Intake
- Client name, address staying (if any), mailing address, and telephone numbers
- Emergency contact name, address and phone numbers
- Information regarding significant medical issues i.e. HIV dx, diabetes, high blood pressure, mental health dx
- Proof of Los Angeles County residency
- Release of information form (this form should be updated yearly, but a new form must be initiated any time there is a need for communication with an individual not listed on the current form)
- Limits of confidentiality form
- Statement of informed consent to receive case management services
- Client rights, responsibilities and grievance procedures

B. Intake Assessment

A cooperative and interactive face to face interview process during which the clients' medical, physical, psychosocial, environmental, and financial strengths and needs are identified. This information is gathered for the purpose of developing the Individual Service Plan.

C. Individual Service Plan development and implementation

Develop an Individual Service Plan to facilitate client access to services and the enhancement of coordination of care. It is developed in conjunction with the client, based on the intake Assessment data. This includes the clients' short and long term foals; dates and disposition of goals as they are met, changed, or determined to be attainable. The Individual Service Plan is updated as frequently as needed through on-going contact, follow-up and reassessment of the client.

Process:

- The Individual Service Plan is completed immediately following the Intake Assessment and within fourteen (14) days of the Initial Contact.
- After completing the Intake Assessment, the case manager, along with the client develops a list of priority client needs.
- An Individual Service Plan is then developed which includes client goals, steps to be taken to reach those goals, who will be performing steps, and anticipated time frame for completion.
- The client receives a copy of the Individual Service Plan.
- The disposition is recorded as goals are met, changed, in progress, or determined to be unattainable.
- The Individual Service Plan is updated on an ongoing basis, but at a minimum of every three months.
- Implementation begins immediately following Individual Service Plan development.

Documentation:

Initial Individual Service Plan that includes:

- Goals, which indicate the date established
- Steps to be taken by the case manager, client or others, to reach goals.
- Time frame by which the goals are expected to be completed.
- Disposition of the goals.
- The date and signature of both the client and the case manager.

Ongoing Individual Service Plans that includes:

- Goals, which indicate the date established
- Steps to be taken by the case manager, client or others to reach goals.
- Time frame by which the goals are expected to be completed
- Disposition of goals.

D. General follow-up and reassessment

Ongoing client contact, which ensures services are consistent with the Individual Service Plan and that the steps of the goals are being carried out. In addition, follow-up evaluation is necessary in

determining whether any changes in the client's condition or circumstances warrant a change in the array of services that the client is receiving. Assures that the care and treatment that the client is receiving from different providers is coordinated to avoid duplication or gaps in services.

Process:

- Direct face to face or telephone contact with the client, family or significant other with consent.
- Indirect contact with the client through agency staff, health care or social service providers. This contact may include meetings, telephone communications, written reports and letters, review of client records and related materials and agency supervision and case conferencing.
- Ongoing evaluation of the client, family and significant others' status, satisfaction of case management services and quality and appropriateness of services provided.
- The Individual Service Plan is updated with goals and/or the disposition of previous goals according to follow-up and reassessment information.

Documentation:

Progress notes include:

- All contracts with clients, family, significant others or other service providers.
- Changes in the client's status and progress made towards fulfilling Individual Service Plan.

Progress notes describing:

- Date, time and type of contact
- Time spend on behalf of the client
- What occurred during the contact
- Referrals and intervention strategies identified
- Results of interventions/referrals
- Progress notes are signed and dated by case manager
- Upgraded Individual Service Plan reflecting the information gathering in following-up and reassessment
- Updated demographic and emergency contact data.
- Behavioral contract, as needed, to include what the unacceptable behavior is, expectation of acceptable behavior of future use of case management services, consequences of failure to comply with contract, and

signatures of the client, case manager and supervisor in

- Written documentation is provided to client explaining the reason for case closure, resources available to them in the community and the grievance process to be followed if client elects to challenge the reason for case closure.
- Write case closure summary to include reason for case closure and resources provided to the client.
- Case closure summary is reviewed, approved and signed by the supervisor.
- When a case is closed due to sudden death
 - Provide appropriate referrals to family and significant others, or emergency contact as necessary.
 - Write case closure summary to include intervention and referrals provided to others involved in the client's case.
 - Case closure summary is reviewed, approved and signed by the supervisor.

Documentation:

- Case closure summary
- Copy of written notification of case closure provided to the client.

1V. Direct Client, Family, Significant Other Services

- A. Advocacy and linkage: Assisting the client in accessing various resources and services. This includes contacting referrals to community referral sources to ensure that clients' needs are being addressed.
- B. Provisions of referrals: Providing client referrals to community resources to assist in meeting their housing needs.
- C. Education: Providing basic life skills information and educational materials including household management, parenting skills, health information, etc.
- D. Benefits/Financial Counseling: Counseling a client regarding the availability of private and/or public benefits, assisting with determination of eligibility, and providing information regarding access to benefits. This could include assisting clients with budgeting techniques.
- E. Crisis Intervention: contact with a client during a time when the client is experiencing a situational or environmental crisis, e.g. loss

- F. Emotional Support: Contact which primarily focuses on emotional needs and feelings. When appropriate referrals to mental health professionals.
- G. Case Conferences: Discussing selected clients with supervisor and peers to assist in problem-solving related to clients and to ensure that professional guidance and high quality case management services are provided.
- H. Consultation: Multidisciplinary interactions with service providers from different agencies and programs to assist in the coordination of client care.

V. Administrative Services

- A. Supervision: Participation in clinical and administrative supervision sessions. Supervision involves supervisor's review of client's psychosocial needs with the case manager. Administrative supervision involves all other supervision that is no-client related, e.g. personnel, employee relations issues.
- B. Community/Agency Meetings: Participation in meetings, task forces, working groups, network meetings, commission and advisory board meetings. Meetings provide an opportunity for case managers to advocate for the needs of their clients, network and create linkages with other service providers and promote the availability of case management services.
- C. Participation/provision of Trainings: Attending or conducting any trainings or conferences where case management and/or related information are provided.
- D. Documentation: Initial Contact, Intake Assessment, Individual Service Plans and all contracts with or on behalf of clients in a record/file system.
- E. Quality Improvement: Developing a plan to obtain input from a committee comprised of case managers, case management supervisors, program administrators, and clients to evaluate the appropriateness of services, timeliness with which services are rendered and the availability, competency, reliability and cultural sensitivity of case managers.

SECTION II-PROGRAMMATIC STANDARDS OF CARE

A. Qualifications:

The case manager shall possess a bachelor's degree in a human services area; or hold a high school diploma (or GED equivalent) and possess at least one year of working as a case manager, or in the field of homeless services or in a related field of health and human services.

Eligible candidates shall possess:

- Holds general understanding of homeless issues
- Effective interviewing and assessment skills
- Sensitivity and knowledge of relevant social diversity issues, which may impact client care including culture, race, ethnicity, gender/transgender, religion, sexual orientation, political beliefs and physical/mental issues.
- Ability to appropriately interact and collaborate with others
- Effective written and verbal communication
- Ability to work independently
- Ability to work well under pressure
- Effective problem solving skills
- Ability to respond appropriately in crisis situations
- Effective organizational skills

B. Professionalism:

The Case Manager shall use his/her professional skills and competence to serve the client whose interest is of primary concern. It is the case manager's role to ensure that the client receives accurate and complete information about all available services based on the ongoing assessment of the client. Personal or professional gains shall never be put before client needs. Case Managers must not exploit relationships with clients to meet personal or agency interests.

C. Client Involvement:

The case manager shall ensure that clients are involved in all phases of

D. Confidentiality:

The case manager shall ensure the client's right to privacy and confidentiality when information about the client is released to others. All information about a client and their significant others/family members shall be held in the strictest confidence. Information may be released to other professionals and agencies only with the written permission of the client or his/her guardian. This release shall detail what information is to be disclosed, to whom and for what purpose. The client has the right to revoke this release by written request at any time.

The case manager should explain the limits of confidentiality to all clients. The limits of confidentiality are situations that involve a client being at risk of harming himself/herself or another person or suspect abuse or neglect of a child or dependent adult.

E. Advocacy

Case managers have the responsibility to advocate for their clients on a public policy level. Case managers are responsible for understanding the systems, which dictate the services they provide. This may include being knowledgeable about local, state and federal legislation that impacts the health and well-being of our clients, and taking action to impact these systems. Likewise, case managers need to advocate for clients within their agencies and communities to assure their client's needs are appropriately addressed.

F. Coordination of Services

The case manager shall provide direct services and coordinate the delivery of services to clients and their significant others/families. The case manager shall assist the client in developing and maintaining an effective and appropriate system of care. It is the responsibility of the case manager to ensure consistent quality care utilizing available resources and avoiding duplication of services.

Attachment “E”

CERTIFICATION REGARDING DEBARMENT

By signing and submitting this document, the recipient of federal assistance funds is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the recipient of Federal Assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstance.
3. The terms "covered transaction", "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 13549.

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

1. The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number: _____ Contract Agency: _____

Name and Title of Authorized Representative: Lynne Appel, Executive Director

Signature Lynne Appel Date 10/4/05

Attachment "F"

1-1-001

CERTIFICATION REGARDING LOBBYING

Contractor(s) and lobbyist firm(s), as defined in the Los Angeles County Code Chapter 2.160 (ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist



Attachment "G"

Emergency Shelter Grant Program

Purpose and Definitions

Applicability and purpose: The program authorizes the Secretary to make grants to States, units of general local government, territories, and Indian tribes (and to private nonprofit organizations providing assistance to homeless individuals in the case of grants made with reallocated amount) for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain operating