

1 CONTRACT

2 **29795**

3 THIS CONTRACT is made and entered, in duplicate, as of August 24, 2006
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 LEGAL AID
6 FOUNDATION, a nonprofit California corporation, with offices located at 1102 Crenshaw
7 Boulevard, Los Angeles, California 90019 ("Organization"), and the CITY OF LONG
8 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
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 October
12 1, 2006, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m.
13 on August 31, 2008.

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 City under this Contract. Further, Organization
17 shall maintain cash reserves equivalent to three (3) months of funding necessary to provide
18 services under this Contract.

19 B. Total disbursements made to Organization under this Contract by City
20 shall not exceed \$78,028.00 over the term of this Contract. Upon execution of this
21 Contract, City shall disburse the funds payable hereunder in due course of payments
22 following receipt from Organization of billing statements in a form approved by City showing
23 expenditures and costs identified in Attachment "B".

24 C. City shall pay to Organization the amounts specified in Attachment "B"
25 for the categories, criteria and rates established in that Attachment. Organization may with
26 the prior written approval of the Director of City's Department of Health and Human
27 Services, or his designee, make adjustments within and among the categories of
28 expenditures in Attachment "B" and modify the performance to be rendered hereunder

1 stated in Attachment "A"; provided, however, that such adjustment in expenditures shall
2 not cause the amount of the total budget stated in Attachment "B" to be exceeded.

3 Organization shall prepare quarterly invoices and submit them to City within
4 fifteen (15) days after the end of the quarter in which Organization provided services.
5 Organization shall attach documentation to each invoice that evidences the amounts
6 shown on the invoice and the amounts of required matching funds. Invoices shall also
7 show units of service and costs identified in Attachment "B". Failure to submit an invoice
8 and its accompanying documentation within the 15-day period may result in late payment
9 from City. Submission of incorrect invoices with ineligible/in allocable expenses or
10 inadequate documentation shall result in a Disallowed Cost Report. The Disallowed Cost
11 Report was created to provide detail to Organization for the purpose of communicating
12 disallowed costs due to reasons of insufficient source documentation, ineligible expenses,
13 exceeded line items, and similar reasons. In the event that an item is disallowed in the
14 invoice, Organization will be permitted to resubmit the disallowed costs along with
15 adequate source documentation, other eligible expenses, and the like in the next invoice.
16 City reserves the right to refuse payment of an invoice received by it sixty (60) days after
17 Organization provided the services relating to that invoice or for the unauthorized expense
18 of funds requiring written approval for budget changes or modifications.

19 D. Organization shall prepare and submit a final invoice for funds under this
20 Contract to City no later than August 31, 2008.

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

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

28 Section 5. A. Organization's records relating to the performance of this

1 Contract shall be kept in accordance with generally accepted accounting principles and in
2 the manner prescribed by City. Organization's records shall be current and complete. City
3 and HUD shall have the right to examine, copy, inspect, extract from, and audit financial
4 and other records related to this Contract during Organization's normal business hours to
5 include announced and unannounced site visits during the term of the Contract. If
6 examination of these financial and other records by City and/or HUD reveals that
7 Organization has not used these grant funds for the purposes and on the conditions stated
8 in this Contract, then Organization covenants, agrees to and shall immediately repay all
9 or that portion of the grant funds which were improperly used. If Organization is unable to
10 repay all or that portion of the grant funds, then City will terminate all activities of
11 Organization under this Contract and pursue appropriate legal action to collect the funds.

12 B. In addition, Organization shall provide any information that the City Auditor
13 and other City representatives require in order to monitor and evaluate Organization's
14 performance hereunder. City reserves the right to review and request copies of all
15 documentation related to the program funded by this Contract (i.e. case files, program files,
16 policies and procedures). Organization shall provide all reports, documents or information
17 requested by City within three (3) days after receipt of a written or oral request from a City
18 representative, unless a longer period of time is otherwise expressly stated by said
19 representative.

20 C. Within fifteen (15) days after the end of each quarter in which
21 Organization provided services, Organization shall submit performance reports certified by
22 one of Organization's officers or its Executive Director identifying the services performed
23 during that quarter.

24 D. Organization shall participate in City's Homeless Management Information
25 System (HMIS) and obtain funding to ensure participation. Organization shall ensure
26 implementation, operation and maintenance necessary for participation throughout the
27 term of this Contract. Further, Organization shall enter data into the HMIS system on a
28 regular basis (at least weekly) and in a timely manner.

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

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

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

21 Section 7. A. In performing services hereunder, Organization is and shall act
22 as an independent contractor and not as an employee, representative or agent of City.
23 Organization's obligations to and authority from City are solely as prescribed herein.
24 Organization expressly warrants that it will not, at any time, hold itself out or represent that
25 Organization or any of its agents, volunteers, subscribers, members, officers or employees
26 are in any manner officials, employees or agents of City. Organization shall not have any
27 authority to bind City for any purpose.

28 B. Organization acknowledges and agrees that (a) City will not withhold taxes

1 of any kind from Organization's compensation; (b) City will not secure workers'
2 compensation or pay unemployment insurance to, for or on Organization's behalf; and (c)
3 City will not provide, and Organization and Organization's employees are not entitled to,
4 any of the usual and customary rights, benefits or privileges of City employees.

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

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

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

1 free-standing duty on the part of Organization, Organization shall defend City and shall
2 continue such defense until the Claim is resolved, whether by settlement, judgment or
3 otherwise. Organization shall notify City of any Claim within ten (10) days. Likewise, City
4 shall notify Organization of any Claim, shall tender the defense of such Claim to
5 Organization, and shall assist Organization, as may be reasonably requested, in such
6 defense.

7 Section 10. Organization shall procure and maintain at Organization's
8 expense (which expense may be submitted to City for reimbursement from grant funds
9 allocated to Organization if itemized on Attachment "B") for the duration of this Contract
10 the following insurance and bond against claims for injuries to persons or damage to
11 property which may arise from or in connection with the performance of this Contract by
12 Organization, its agents, representatives, employees, volunteers or subcontractors.

13 (a) Commercial general liability insurance (equivalent in scope to ISO
14 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
15 Million Dollars (\$1,000,000) per occurrence and Two Million
16 Dollars (\$2,000,000) general aggregate. Such coverage shall include but not
17 be limited to broad form contractual liability, cross liability, independent
18 contractors liability, and products and completed operations liability. City, its
19 officials, employees and agents shall be named as additional insureds by
20 endorsement (on City's endorsement form or on an endorsement equivalent
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
22 shall contain no special limitations on the scope of protection given to City,
23 its officials, employees and agents.

24 (b) Workers' Compensation insurance as required by the Labor Code
25 of the State of California and employer's liability insurance in an amount not
26 less than One Million Dollars (\$1,000,000).

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

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

5 (e) Blanket Honesty Bond in an amount equal to at least fifty percent
6 (50%) of the total amount to be disbursed to Organization hereunder or
7 Twenty-five Thousand Dollars (\$25,000), whichever is less, to safeguard the
8 proper handling of funds by employees, agents or representatives of
9 Organization who sign as the maker of checks or drafts or in any manner
10 authorize the disbursement or expenditure of said funds.

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

23 Any self-insurance program, self-insured retention or deductible must be
24 separately approved in writing by City's Risk Manager or designee and shall protect City,
25 its officials, employees and agents in the same manner and to the same extent as they
26 would have been protected had the policy or policies not contained retention or deductible
27 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
28 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,

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1 and shall be primary and not contributing to any other insurance or self-insurance
2 maintained by City. Organization shall notify City in writing within five (5) days after any
3 insurance required herein has been voided by the insurer or cancelled by the insured.

4 Organization shall require that all contractors and subcontractors which
5 Organization uses in the performance of services hereunder maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
7 designee.

8 Prior to the start of performance or payment of first invoice, Organization shall
9 deliver to City certificates of insurance and required endorsements for approval as to
10 sufficiency and form. The certificate and endorsements for each insurance policy shall
11 contain the original signature of a person authorized by that insurer to bind coverage on
12 its behalf. In addition, Organization, shall, within thirty (30) days prior to expiration of the
13 insurance required herein, furnish to City certificates of insurance and endorsements
14 evidencing renewal of such insurance. City reserves the right to require complete certified
15 copies of all policies of Organization and Organization's contractors and subcontractors,
16 at any time. Organization shall make available to City's Risk Manager or designee all
17 books, records and other information relating to the insurance coverage required herein,
18 during normal business hours.

19 Any modification or waiver of the insurance requirements herein shall only
20 be made with the approval of City's Risk Manager or designee. Not more frequently than
21 once a year, City's Risk Manager or designee may require that Organization,
22 Organization's contractors and subcontractors change the amount, scope or types of
23 coverages required herein if, in his or her sole opinion, the amount, scope, or types of
24 coverages herein are not adequate.

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

28 Section 11. A. Organization certifies that, if grant funds are used for

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

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

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

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

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

18 F. In addition to, and not in substitution for, other terms of this Contract
19 regarding the provision of services or the payment of operating costs for emergency
20 shelters pursuant to the Emergency Shelter Grant Program, Organization shall not, in
21 connection with costs of its services hereunder, engage in the following conduct:

22 (1). Discriminate against any employee or applicant for employment
23 on the basis of religion;

24 (2) Discriminate against any person seeking emergency shelter and
25 related services on the basis of religion and will not limit such services or
26 give preference to persons on the basis of religion;

27 (3) Provide no religious instruction or counseling, conduct no religious
28 worship or services, engage in no religious proselytizing, and exert no other

1 religious influence in the provision of services or the use of facilities and
2 furnishings;

3 (4) The portion of the facility used as an emergency shelter assisted
4 in whole or in part under this Contract or in which services are provided
5 which are assisted under this Contract shall contain no sectarian religious
6 symbols or decorations.

7 G. Organization shall provide homeless individuals with assistance in
8 obtaining:

9 (1) Appropriate supportive services, including transitional housing,
10 permanent housing, physical health treatment, mental health treatment,
11 counseling, supervision and other services essential for achieving
12 independent living; and

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

15 H. Organization certifies that it will comply with 24 CFR Part 576, as
16 amended, the regulations identified in Attachment "C", the Grant Agreement, and such
17 other requirements as from time to time may be promulgated by HUD.

18 I. Organization shall execute a Certification Regarding Lobbying in the form
19 shown in Attachment "D".

20 J. Organization shall execute a Certification Regarding Debarment in the
21 form shown in Attachment "E".

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

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

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

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

13 Section 16. This Contract shall be governed by and construed pursuant to
14 the laws of the State of California.

15 Section 17. This Contract, including all attachments, shall not be amended,
16 nor any provision or breach hereof waived, unless in writing signed by the parties which
17 expressly refers to this Contract, and except to the extent that amendment is allowed
18 pursuant to Section 4.C. hereof.

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

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

25 Section 20. Organization certifies that it has established a Drug-Free
26 Awareness Program in compliance with Government Code Section 8355, that it has given
27 a copy of said Program to each employee who performs services hereunder, that
28 compliance with the Program is a condition of employment, and that it has published a

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1 statement notifying employees that unlawful manufacture, distribution, dispensation,
2 possession or use of a controlled substance is prohibited and action will be taken for
3 violation.

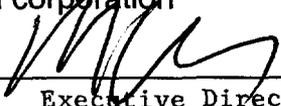
4 Section 21. City shall facilitate the submission of all reports required by HUD
5 based on information submitted by Organization to City. City shall act as the primary
6 contact for Organization to HUD for services provided under this Contract. City shall
7 facilitate directly to HUD the submission of any information related to all financial and
8 programmatic matters in this Contract.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11 LEGAL AID FOUNDATION, a nonprofit
California corporation

12 October 17, 2006

13 By _____


Executive Director
Victor Geminiani

(Type or Print Name)

14 _____, 2006

15 By _____

Secretary

(Type or Print Name)

17 "Organization"

18 CITY OF LONG BEACH, a municipal corporation

19 10-27, 2006

20 By _____


City Manager

21 "City"

22 This Contract is approved as to form on 10/23, 2006.

23 ROBERT E. SHANNON, City Attorney

24 By _____


Deputy

26 LAC:bg 10/3/06(AGR_LegalAid)05-04469
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Attachment "A"

City of Long Beach
Emergency Shelter Grant (ESG) Program 2006-2008
Scope of Work

AGENCY NAME: Legal Aid Foundation

CONTRACT NUMBER: _____

Program Objective: To prevent homelessness among low-income renters threatened with eviction and protect decent, safe, affordable housing for low-income tenants in the City of Long Beach.

Goals:	Total Goals (2-Years)	QUARTER 1 10/1-12/31		QUARTER 2 1/1-3/31		QUARTER 3 4/1-6/30		QUARTER 4 7/1-9/30	
		Actual	Cumulative	Actual	Cumulative	Actual	Cumulative	Actual	Cumulative
1. 16.5% of 330 (55) tenants/clients will remain in possession of their unit or be able to relocate to new housing units with forgiveness of back rent, additional time, or relocation benefits	55								
2. 2% of 330 (6) tenants will retain Section 8 vouchers	6								
3. 2% of 330 (6) tenants will have their illegal lockout or utility shutoff overturned.	6								
4 770 tenants will become better informed about tenants' right and responsibilities through educational presentations.	770								
Total Unduplicated Clients Served:	837								

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MUS

Attachment “B”

CITY OF LONG BEACH
EMERGENCY SHELTER GRANT PROGRAM 2006-2008 (ESGP)
PROGRAM BUDGET FOR Legal Aid Foundation PROGRAM CONTRACT #

PERSONNEL/FTE	ALLOCATION	ESSENTIAL SERVICES	PREVENTION SERVICES	OPERATIONS (STAFF)	OPERATIONAL COSTS	BUDGET JUSTIFICATION
PREVENTION SERVICES	\$	\$	\$	\$	\$	
1. Attorney - 1.0 FTE	54,834		54,834			Represents tenants in eviction proceedings, provides responses to eviction lawsuits and prepares tenants to represent themselves, and train community agency staff to respond to eviction actions.
2. Paralegal - .33 FTE	5,197		5,197			Conducts trial preparation workshops for tenants representing themselves in court and assists attorney with discovery.
3. Intake Screener - 1.0 FTE	16,641		16,641			Conducts the housing hotline, screens clients, and provides advice and brief service.
4. Interpretive Services	0		0			
5. Service of Process	0		0			
6. Mileage	700		700			For payment of local mileage to provide legal services to clients (portion)
7. Insurance	656		656			For payment of Professional Liability Insurance (portion)
TOTAL PREVENTION SERVICES	78,028					Total Prevention Services for Reimbursements
TOTAL CLB CONTRACT	78,028		78,028			Prevention Services

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

- 576.31 Application requirements.
- 576.33 Review and approval of applications.
- 576.35 Deadlines for using grant amounts.

Subpart D--Reallocations

- 576.41 Reallocation; lack of approved consolidated plan--formula cities and counties.
- 576.43 Reallocation of grant amounts; lack of approved consolidated plan--States, territories, and Indian tribes.
- 576.45 Reallocation of grant amounts; returned or unused amounts.

Subpart E--Program Requirements

- 576.51 Matching funds.
- 576.53 Use as an emergency shelter.
- 576.55 Building standards.
- 576.56 Homeless assistance and participation.
- 576.57 Other Federal requirements.
- 576.59 Relocation and acquisition.

Subpart F--Grant Administration

- 576.61 Responsibility for grant administration.
- 576.63 Method of payment.
- 576.65 Record keeping.
- 576.67 Sanctions.

Authority: 42 U.S.C. 3535(d) and 11376. Source: 54 FR 46799, Nov. 7, 1989, unless otherwise noted.

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 salaries necessary to provide the above services.

Formula city or county means a metropolitan city or urban county that is eligible to receive an allocation of grant amounts under Sec. 576.5.

Homeless means as the term is defined in 42 U.S.C. 11302.

Homeless prevention means activities or programs designed to prevent the incidence of homelessness, including (but not limited to):

(1) Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices;

(2) Security deposits or first month's rent to permit a homeless family to move into its own apartment;

(3) Mediation programs for landlord-tenant disputes;

(4) Legal services programs for the representation of indigent tenants in eviction proceedings;

(5) Payments to prevent foreclosure on a home; and

(6) Other innovative programs and activities designed to prevent the incidence of homelessness.

Indian tribe means as the term is defined in 42 U.S.C. 5302(a).

Major rehabilitation means rehabilitation that involves costs in excess of 75 percent of the value of the building before rehabilitation.

Metropolitan city means a city that was classified as a metropolitan city 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.

Nonprofit recipient means any private nonprofit organization providing assistance to the homeless, to which a State or unit of general local government distributes emergency shelter grant amounts.

Obligated means that the grantee or State recipient, as appropriate, has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. Grant amounts that a unit of general local government or State awards to a private nonprofit organization by a written agreement or letter of award requiring payment from the grant amount are obligated.

Private nonprofit organization means as the term is defined in 42 U.S.C. 11371.

Rehabilitation means the labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs. The term includes where the use of a building is changed to an emergency shelter and the cost of this change and any rehabilitation costs does not exceed 75 percent of the value of the building before the change in use.

Renovation means rehabilitation that involves costs of 75 percent or less of the value of the building before rehabilitation.

Responsible entity means as the term is defined in Sec. 58.2 of this title, as applied though Sec. 58.1(b)(3) of this title and Sec. 576.57(e).

State means each of the several States and the Commonwealth of Puerto Rico.

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 to 0.2 percent of the total amount of each appropriation under this part in any fiscal year. HUD will allocate this set-aside amount to each territory based upon its proportionate share of the total population of all territories.

(b) States, metropolitan cities, urban counties, and Indian tribes. HUD will allocate the amounts that remain after the set-aside to territories under paragraph (a) of this section, to States, metropolitan cities, urban counties, and Indian tribes, as provided in 42 U.S.C. 11373. HUD will subsequently distribute the amount set aside for Indian tribes under this paragraph as provided in Sec. 576.31. (c) Notification of allocation amount. HUD will notify in writing each State, metropolitan city, urban county, and territory that is eligible to receive an allocation under this section of the amount of its allocation.

[61 FR 51549, Oct. 2, 1996]

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 or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for shelter or any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
- (iii) It will provide no religious instruction or counseling, conduct no religious services or worship (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of shelter and other eligible activities under this part.

(2) HUD may provide reallocated amounts to a recipient that is a primarily religious organization if the assistance will not be used by the organization to acquire a structure (in the case of homeless prevention activities under Sec. 576.21(a)(4)), or to rehabilitate a structure owned by the organization, except as described in paragraph (b) of this section.

(b) Rehabilitation or conversion of emergency shelters. Grants may be used to rehabilitate or convert to an emergency shelter a structure that is owned by a primarily religious organization, only if: (1) The structure (or portion thereof) that is to be renovated, rehabilitated, or converted with HUD assistance has been leased to an existing or newly established wholly secular organization; (2) The HUD assistance is provided to the secular organization (and not the religious organization) to make the improvements; (3) The leased structure will be used exclusively for secular purposes available to all persons; (4) The lease payments paid to the primarily religious organization do not exceed the fair market rent for the structure before the renovation, rehabilitation, or conversion; (5) The portion of the cost of any improvements that benefit any unleased portion of the structure will be allocated to, and paid for by, the religious organization; and (6) The primarily religious organization agrees that if the recipient does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay to the original grantee (from which the amounts used to renovate, rehabilitate, or convert the building were derived) an amount equal to the residual value of the improvements. A private nonprofit organization must remit to HUD this amount if the organization is the lessee as well as the grantee. The original grantee is expected to use this amount to alleviate homelessness in its jurisdiction, but there is no requirement that funds received after the close of the grant period be used in accordance with the requirements of this part. (c) Assistance to a wholly secular private nonprofit organization. (1) A primarily religious organization may establish a wholly secular private nonprofit organization to serve as a recipient. The secular organization may be eligible to receive all forms of assistance available under this part, subject to the following:

(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 organization may apply on behalf of the secular organization. The application will be reviewed on the basis of the religious organization's financial responsibility and capacity, and its commitment to provide appropriate resources to the secular organization after formation. After formation, a secular organization that is not in existence at the time of the application will be required to demonstrate that it meets the definition of private nonprofit organization contained in Sec. 576.3. The obligation of funds will be conditioned upon compliance with these requirements.

[61 FR 51549, Oct. 2, 1996]

Sec. 576.25 Who may carry out eligible activities.

(a) Generally. As provided in 42 U.S.C. 11373 eligible activities may be carried out by all State recipients and grantees, except States. (b) States. All of a State's formula allocation, except for administrative costs, must be made available to the following entities:

(1) Units of general local government in the State, which may include formula cities and counties even if such cities and counties receive grant amounts directly from HUD; or

(2) Private nonprofit organizations, in accordance with 42 U.S.C. 11373(c).

(c) Nonprofit recipients. Units of general local government, territories, and Indian tribes may distribute all or part of their grant amounts to nonprofit recipients to be used for emergency shelter grant activities.

[61 FR 51549, 51550, Oct. 2, 1996]

ATTACHMENT C
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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 to State recipients within 180 days of the grant award by HUD. (2) State recipients—

(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 make grant awards within 30 days of the application amendment deadline, or as soon thereafter as practicable.

(2) Program activities represented by proposed amendments are subject to environmental review under Sec. 576.57 in the same manner as original proposals.

(f) *Deadlines for using reallocated grant amounts.* Section 576.35 governs the use of amounts reallocated under this section.

(g) *Amounts that cannot be reallocated.* Any grant amounts that cannot be reallocated to a State under this section will be reallocated as provided by Sec. 576.43. Amounts that are reallocated under this section, but that are returned or unused, will be reallocated under Sec. 576.45.

[54 FR 46799, Nov. 7, 1989, as amended at 56 FR 56128, Oct. 31, 1991; 60 FR 1918, Jan. 5, 1995. Redesignated and amended at 61 FR 51551, Oct. 2, 1996]

Sec. 576.43 Reallocation of grant amounts; lack of approved consolidated plan--States, territories, and Indian tribes.

- (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 amounts reallocated under this section.
- (h) Amounts not reallocated. Any grant amounts that are not reallocated under this section, or that are reallocated, but are unused, will be reallocated under

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 demands for grant amounts and the extent to which the respective activities address the needs of the homeless.

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

(9) Grants awarded under this section are subject to environmental review under Sec. 576.57.

(d) Reallocation--unused grant amounts. Unused grant amounts will be added to the appropriation for the fiscal year immediately following the fiscal year in which the amounts become available to HUD for reallocation, and will be allocated in accordance with the provisions of Sec. 576.5 of this part.

(e) Selection criteria. HUD will award grants under paragraph (c) of this section based on consideration of the following criteria:

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

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

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

(f) Definitions--returned or unused grant amounts. (1) For purposes of this section, emergency shelter grant amounts are considered "returned" when they become available for reallocation because a jurisdiction does not execute a grant agreement with HUD for them. (2) For purposes of this section, emergency shelter grant amounts

are considered "unused" (i.e., Federal deobligation):

(i) When they become available for reallocation by HUD after a grantee has executed a grant agreement with HUD for those amounts; or

(ii) The amounts remain after reallocation under Sec. 576.43 or paragraph (c) of this section.

[54 FR 46799, Nov. 7, 1989, as amended at 57 FR 54507, Nov. 19, 1992; 60 FR 1918, Jan. 5, 1995. Redesignated and amended at 61 FR 51551, Oct. 2, 1996]

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 under paragraph (a) of this section begin to run: (1) In the case of a building that was not operated as an emergency shelter for the homeless before receipt of grant amounts under this part, on the date of initial occupancy as an emergency shelter for the homeless.

(2) In the case of a building that was operated as an emergency shelter before receipt of grant amounts under this part, on the date that grant amounts are first obligated for the shelter.

[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 particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Grantees and recipients must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

(b) Applicability of OMB Circulars. (1) The policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of emergency shelter grant amounts by States and units of general local government, and Nos. A-110 and A-122 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

(1) OMB Circulars referenced in this section are available at the Entitlement Cities Division, Room 7282, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410.

(c) Lead-based paint. The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR part 35. In addition, the grantee (or in the case of States, the State recipient) must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:

(1) Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

(d) Conflicts of interest. In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person--

(1)(i) Who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency shelter grant amounts and (ii) Who exercises or has exercised any functions or responsibilities with respect to assisted activities, 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 be the responsible entity, and the State will assume HUD's functions with regard to the release of funds; or

(ii) Nonprofit organizations, the State shall be the responsible entity, and HUD will perform functions regarding release of funds under part 58 of this title.

(3) Release of funds. HUD will not release funds for an eligible activity if the grantee, recipient, or any other party commits emergency shelter grant funds before the grantee submits, and HUD approves, any required Request for Release of Funds.

(f) Audit. The financial management systems used by a State, formula city or county, governmental entity, or an Indian tribe that is a grantee under this program must provide for audits in accordance with part 44 of this title. A private nonprofit organization is subject to the audit requirements of OMB Circular A-133, as set forth in part 45 of this title. (OMB Circulars are available from the Executive Office of the President, Publication Service, 725 17th Street, NW., Suite G-2200, Washington, DC 20503, Telephone, 202-395-7332.)

(g) Audit. The financial management system used by a State or unit of general local government that is a grantee or State recipient must provide for audits in accordance with 24 CFR part 44. A private nonprofit organization is subject to the audit requirements of OMB Circular A-133, as set forth in 24 CFR part 45.

(h) Lobbying and disclosure requirements. The disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (the Byrd Amendment), and the implementing regulations at parts 4 and 87 of this title.

(i) Davis-Bacon Act. The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program.

(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 from real property, or moves personal property from real property, permanently and involuntarily, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. Permanent, involuntary moves for an assisted project include:

(A) A permanent move from the real property (building or complex) following notice by the grantee, recipient or property owner to move permanently from the property, if the move occurs on or after the date that the grantee or recipient submits to HUD an application for assistance that is later approved and funded;

(B) A permanent move from the real property that occurs before the submission of the application to HUD, if the grantee, recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project, or (C) A permanent move from the real property by a tenant-occupant

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 administered in accordance with the requirements of this part and other applicable laws. The State, territory, Indian tribe, or unit of local government is responsible for ensuring that its recipients carry out the recipients' emergency shelter grant programs in compliance with all applicable requirements in the case of:

- (a) A State making grant amounts available to State recipients; or
- (b) A territory, Indian tribe, or unit of general local government distributing grant amounts to nonprofit recipients.

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

Sec. 576.63 Method of payment.

Payments are made to a grantee upon its request after the grant agreement has been fully executed, and may include a working capital advance for 30 days' cash needs or an advance of \$5,000, whichever is greater. Thereafter, the grantee will be reimbursed for the amount of its actual cash disbursements. If a grantee requests a working capital advance, it must base the request on a realistic, firm estimate of the amounts required to be disbursed over the 30-day period in payment of eligible activity costs.

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

Sec. 576.65 Recordkeeping.

(a) Each grantee must ensure that records are maintained for a 4- year period to document compliance with the provisions of this part. (b) 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).

[61 FR 51553, Oct. 2, 1996]

Sec. 576.67 Sanctions.

ATTACHMENT
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(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 which emergency shelter, transitional and permanent housing in conjunction with supportive services is coordinated. Case managers assess the client's physical, psychosocial, environmental, and financial needs and facilitate the client's access to appropriate sources of health care, financial assistance, mental health care and other supportive services. Case management services include but are not limited to the following activities: intake, comprehensive assessment of client's needs, development of a service plan, interventions on behalf of the client, referral, active and on-going follow-up, monitoring, evaluating and updating the client's service plan, education and periodic measurements of the client's plan.

II. Goals of Housing Case Management

- Provide access to services to promote maximum quality of life, independence and self-sufficiency.
- Ensure access to housing, medical, psychosocial services as necessary to promote stable housing.
- Increase access to supportive services information and foster harm reduction activities.
- Promote continuity of care and follow-up of clients,
- Foster resource development, increase the coordination among service providers, identify gaps in services, and eliminate duplication.

III. Major components of Housing case Management

All Case Management models include the following activities:

- Initial Contact
- Intake Assessment
- Individual Service Plan Development and Implementation
- General Follow-up and Reassessment
- Case Closure

A. Initial Contact:

Process:

- Initial Contact is initiated by a prospective client who requests or is referred for housing case management services.

- 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 accordance with agency policies.

E. Service reduction / case closure

Case management programs are intended to foster client autonomy. The overall goal of case management services is to discharge clients from services once they are maintaining an improved quality of life. As clients are meeting their Individual Service Plan goals, adjustments in frequency of contact may be made prior to case closure in order to reinforce their independence. Clients will discharge from case management services through a systemic process that includes formal notification to the client of case closure and case closure summary in the client record. If necessary, clients can utilize the individual agency's grievance procedure to challenge case closure. Case closure may occur for the following reasons:-(1) client relocation outside the service area, (2) case management goals and needs are resolved, (3) continued non-adherence to Individual Service Plan goals, (4) client chooses to terminate services, (5) unacceptable client behavior, (5) client death.

Process:

- Prior to case closure, reduce services as the client becomes more self-sufficient, able to negotiate community resources successfully and needing less intensive case management involvement.
- When a case is closed due to relocation, voluntary termination or goals and needs resolved:
 - Mutually determine when to close the case
 - Establish a means for re-entry into case management program
 - Write a case closure summary to include evaluation of services, plan for continued success and ongoing resources to be utilized
 - Case closure summary is reviewed, approved and signed by the supervisor
- When a case is closed due to continued non-adherence to Individual Service Plan, failure to comply with behavioral contract or inability to contact client:
 - Case manager will report to supervisor the intent to close the case.
 - Case Manager makes attempt to notify the client on impending case closure through face-to-face meeting, telephone conversation or letter.

- 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 of living accommodations, recent bereavement, etc. This includes ensuring referrals to appropriate mental health professionals.

- 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 issued 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 case management practice to the greatest extent possible. Every effort shall be made to foster and respect maximum client self-determination. The case manager is responsible for presenting all available options so that the client can make informed decisions when selecting services.

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 12549.
4. The recipient of Federal assistance funds agrees by submitting this document that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the departmental or agency with which this transaction originated.
5. The recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from procurement or non-procurement programs.
7. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

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: Legal Aid Foundation
of Los Angeles

Name and Title of Authorized Representative: Victor Geminiani Executive Director


Signature

October 16, 2006
Date

Attachment "F"

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 requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and the Housing and Urban Development Code of Federal Regulations 24 part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Legal Aid Foundation of Los Angeles

Agreement Number: _____ Contract Agency: _____

Name and Title of Authorized Representative: Victor Geminiani Executive Director

Signature [Handwritten Signature]

October 16, 2006

Date

ATTACHMENT E

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 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.

Homeless: (a) An individual or family which lacks a fixed, regular, and adequate nighttime residence; or (b) An individual or family which has primary nighttime residence that is: (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness); (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. (4) The term does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or State law.

Emergency Shelter: 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.

Homeless prevention: Activities or programs designed to prevent the incidence of homelessness, including (but not limited to): (a) Short-term subsidies to defray rent and utility arrearages for families that have received eviction or utility termination notices; (b) Security deposits or first month's rent to permit a homeless family to move into its own apartment; (c) Mediation programs for landlord tenant disputes; (d) Legal services programs for the representation of indigent tenants in eviction proceedings; (e) Payments to prevent foreclosure on a home; and (f) Other innovative programs and activities designed to prevent the incidence of homelessness.

Essential Services: Includes services concerned with employment, health, drug abuse, and education and may include (but are not limited to); (a) Assistance in obtaining permanent housing. (b) Medical and psychological counseling and supervision. (c) Employment counseling. (d) Nutritional counseling. (e) Substance abuse treatment and counseling. (f) 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; (g) Other services such as child care, transportation, job placement and job training; and (h) staff salaries necessary to provide the above services.