



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 homeless in accordance with Attachment "A" entitled "Program Goals", Attachment "B"  
2 entitled "Budget", Attachment "C" entitled "Compliance with Federal Regulations",  
3 Attachment "D" entitled "Housing Case Management Standards of Care", Attachment "E"  
4 entitled "Certification of Debarment", and Attachment "F" entitled "Certification of  
5 Lobbying", all of which are attached and incorporated by this reference.

6 B. Organization shall be responsible for adherence to all policies,  
7 procedures, rules and regulations as noted in the United States Department of Housing  
8 and Urban Development (HUD) Supportive Housing Program Desk Guide, HUD Continuum  
9 of Care SuperNOFA (Notice of Funding Availability), Office of Management and Budget  
10 (OMB) Circulars, Code of Federal Regulations, United States Codes, City of Long Beach  
11 Grants Monitoring Guidelines, City's contract for funds, the Request for Proposal (RFP),  
12 and Organization's proposal in response to the RFP, and all Information Bulletins issued  
13 by the City of Long Beach Department of Health and Human Services, Homeless Services  
14 Division.

15 Section 3. The term of this Contract shall commence at midnight on May 3,  
16 2005, and, unless sooner terminated as stated below, shall terminate at 11:59 p.m. on  
17 September 30, 2009.

18 Section 4.A. Organization shall affirmatively and aggressively use its best  
19 efforts to seek and obtain all possible outside funding and mainstream resources available

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

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

23           D. City reserves the right to suspend payment of invoices in the event of non-  
24 compliance regarding, but not limited to, submission of reports or insurance documents.

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

1 F. City closes its fiscal year during the months of August and September;  
2 Organization acknowledges and agrees that City's payment of invoices will be slightly  
3 slower during that time.

4 Section 5.A. Organization's records relating to the performance of this  
5 Contract shall be kept in accordance with generally accepted accounting principles and in  
6 the manner prescribed by City. Organization's records shall be current and complete. City  
7 and HUD shall have the right to examine, copy, inspect, extract from, and audit financial  
8 and other records related to this Contract during Organization's normal business hours to  
9 include announced and unannounced site visits during the term of the Contract. If

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

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

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

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

26 Section 7.A. In performing services, Organization is and shall act as an  
27 independent contractor and not as an employee, representative, or agent of City.  
28 Organization's obligations to and authority from the City are solely as prescribed in this

1 Contract. Organization expressly warrants that it will not, at any time, hold itself out or  
2 represent that Organization or any of its agents, volunteers, subscribers, members, officers  
3 or employees are in any manner officials, employees or agents of City. Organization shall  
4 not have any authority to bind City for any purpose.

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

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

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

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1 otherwise. Organization shall notify the City of any Claim within ten (10) days. Likewise,  
2 City shall notify Organization of any Claim, shall tender the defense of the Claim to  
3 Organization, and shall assist Organization, as may be reasonably requested, in such  
4 defense.

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

11 (a) Commercial general liability insurance (equivalent in scope to ISO  
12 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One  
13 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars  
14 (\$2,000,000) general aggregate. Such coverage shall include but not be  
15 limited to broad form contractual liability, cross-liability, independent  
16 contractors liability, and products and completed operations liability. The

1 not less than Five Hundred Thousand Dollars (\$500,000) combined single  
2 limit per accident.

3 (e) Blanket Honesty Bond in an amount equal to at least fifty percent  
4 (50%) of the total amount to be disbursed to Organization hereunder or  
5 Twenty-Five Thousand Dollars (\$25,000), whichever is less, to safeguard the  
6 proper handling of funds by employees, agents or representatives of  
7 Organization who sign as the maker of checks or drafts or in any manner  
8 authorize the disbursement or expenditure of said funds.

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

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



1 maintained by City. Organization shall notify the City in writing within five (5) days after any  
2 insurance required herein has been voided by the insurer or cancelled by the insured.

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

7           Prior to the start of performance or payment of first invoice, Organization shall  
8 deliver to City certificates of insurance and required endorsements for approval as to  
9 sufficiency and form. The certificate and endorsements for each insurance policy shall  
10 contain the original signature of a person authorized by that insurer to bind coverage on

1 individuals for not less than ten (10) years nor more than twenty (20) years according to  
2 a written determination delivered to Organization by City and such determination shall state  
3 when the applicable period of time shall commence and terminate in accordance with  
4 CFR24 Part 583.305.

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

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

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

16 E. Organization shall provide reports as required by City and HUD and as  
17 required in this Contract and applicable laws and regulations.

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 supportive  
20 services only or housing pursuant to 24 CFR Part 583, Organization shall:

21 (1) Not represent that it is, or may be deemed to be, a religious or  
22 denominational institution or organization or an organization operated for  
23 religious purposes which is supervised or controlled by or in connection with  
24 a religious or denominational institution or organization;

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

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

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b. It shall not discriminate against any person seeking housing or related supportive services only on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. It shall provide no religious instruction or counseling, conduct no

1 Bureau of Human and Social Services, and to Organization at the address first stated  
2 above. Notice shall be deemed given on the date personal delivery is made or the date  
3 shown on the return receipt, whichever occurs first. Notice of change of address shall be  
4 given in the same manner as stated for other notices.

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

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

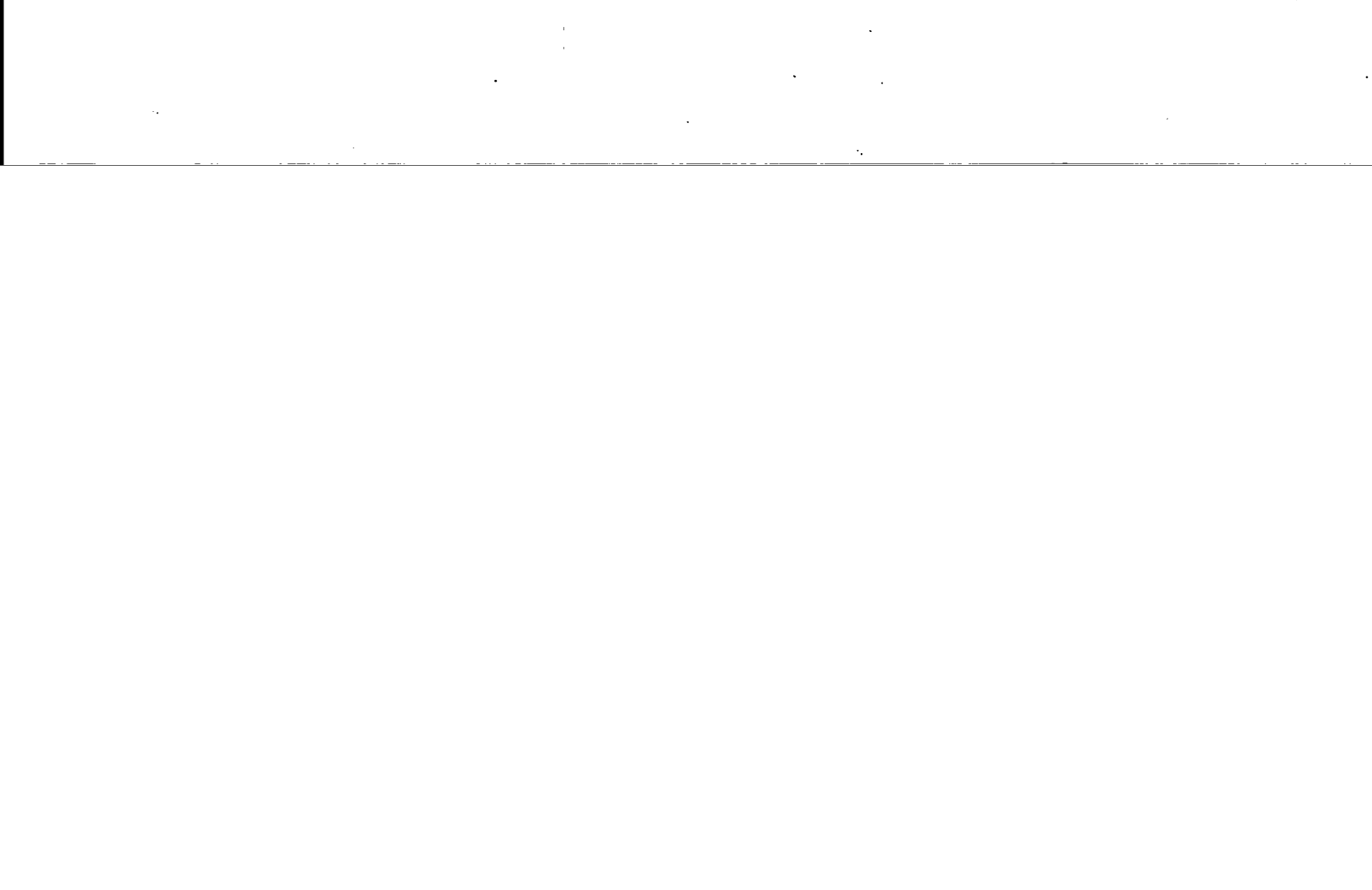
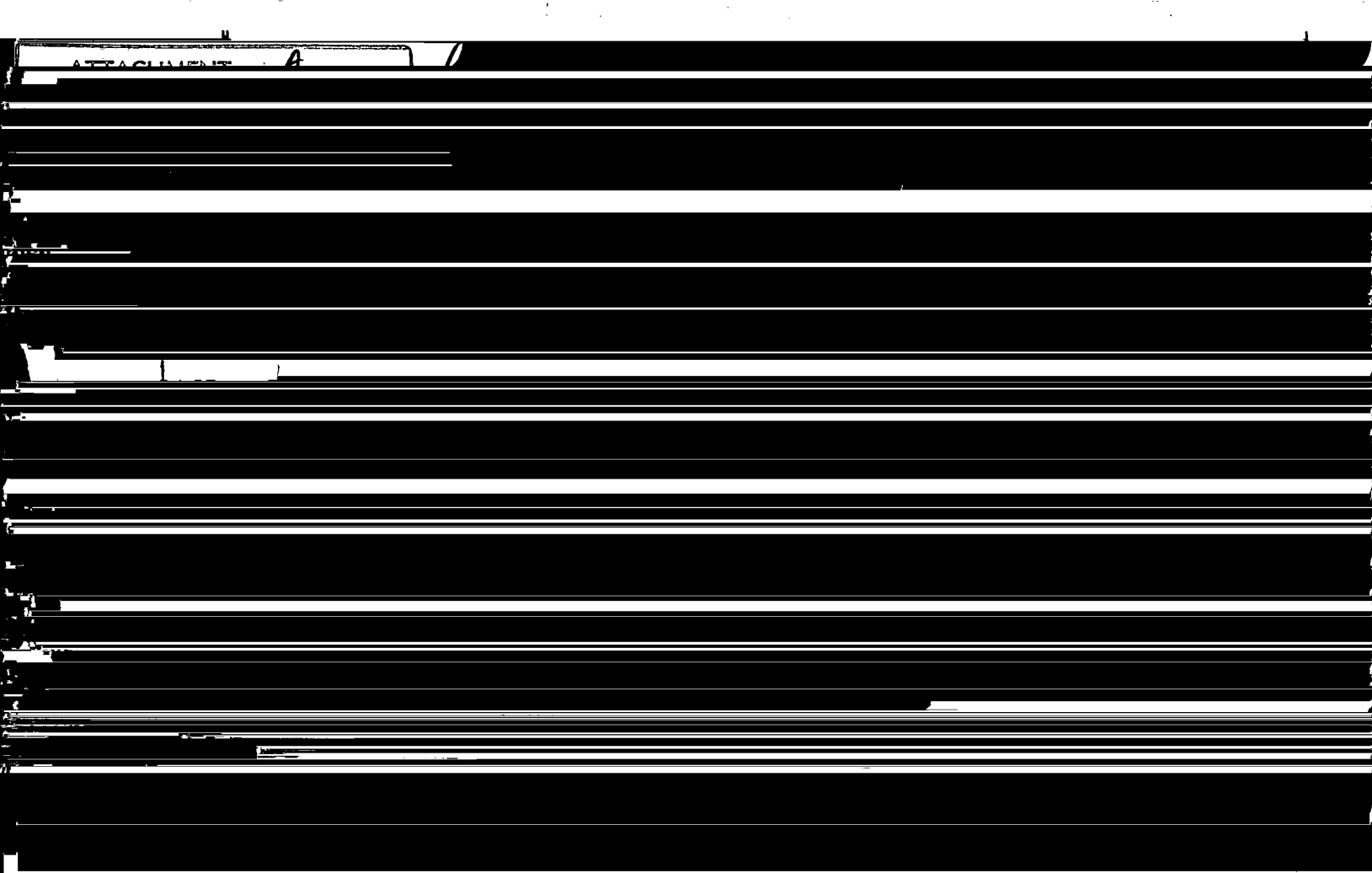
14 Section 15. This document constitutes the entire understanding of the parties  
15 and supersedes all other agreements, oral or written, with respect to the subject matter in  
16 it.

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

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

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

25 Section 19. The acceptance of any service or payment of any money by City  
26 shall not operate as a waiver of any provision of this Contract, or of any right to damages  
27 or indemnity stated in this Contract. The waiver of any breach of this Contract shall not  
28 constitute a waiver of any other or subsequent breach of this Contract.



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

2  
3 9/14/06, 2006

1736 FAMILY CRISIS CENTER, a nonprofit California corporation

By Lisa Steele, PhD  
President Deputy Dir.

4  
5 9/14/06, 2006

By Carol A. Adelkoff  
(Type or Print Name)  
Secretary EXECUTIVE DIR.

6  
7  
8  
9  
10 10.19., 2006

"Organization"  
CITY OF LONG BEACH, a municipal corporation

By Michael Medina  
City Manager

"City"

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

ROBERT E. SHANNON, City Attorney

By Rosa Conway  
Senior Deputy

# Attachment "A"

**City of Long Beach - Supportive Housing Program  
2005 Supportive Housing Program  
Scope of Work**

**Agency:** 1736 Family Crisis Center

**CLB Contract:**

**HUD Grant:** CA16B506-003

**HUD Identifier:** CA7332

**Program Objective:** Provide transitional shelter and comprehensive supportive services to women and children of domestic violence. Supportive services to include life skills training; mental health counseling; employment assistance and transportation.

#	Outcomes/Performance Measures
1	70% of participants who complete the program will be placed permanent housing upon exit from the program.
2	45% of combined total eligible participants will obtain increased income from mainstream health and human services programs (government benefits such as Medicare, Medicaid, County Mental Health Services, Veterans benefits, GR, SSI, SSDI, TNAF, Food Stamps, etc.) and/or of employable participants will obtain and maintain employment or be enrolled in vocational training in preparation for securing employment upon exit from the program.
3	70 % of participants will achieve at least one of the goals stated in their case plan upon exit from the program.
4	70 % of participants will establish increased social support through community resources to achieve greater independence upon exit from the Transitional Housing Project.



# Attachment "B"

CITY OF LONG BEACH		
Continuum of Care Homeless Assistance - Supportive Program 2005		
Program Budget for 1736 Family Crisis Center Program Contract # CA16B506-003 (CA7332) City Contract #		
ITEM	ALLOCATION	BUDGET JUSTIFICATION
1. Real Property Leasing	23,424	For the payment of leasing costs for transitional housing facility.
<b>PERSONNEL/SUPPORTIVE SERVICES</b>		
1. Program Coordinator (Mental Health Treatment) - 0.36 FTE	13,680	Manages all shelter activities, review all shelter cases, provides client counseling, case management, advocacy and client assistance as needed.
2. Resident Care/Case Manager (Life Skills) - 1.14 FTE	24,359	Oversees all client activities in the shelter, perform intakes, provides advocacy services to clients, conducts counseling, life skills training, parenting education and reviews shelter maintenance needs.
3. Case Manager (Employment Assistance) - 0.58 FTE	17,411	Provides case management services, assessment, follow-up, job development and related needs. Assist in developing and implementing appropriate treatment plans. Reviews assigned cases in all aspects and accompanies clients to courts or social service providers.
4. Counselor (Mental Health Treatment) - 1.3 FTE	44,747	Provides individual, group and family counseling for shelter clients. Develops treatment plans. Provides client crisis intervention and performs outreach duties as needed.
5. House Manager (Case Management) - 0.21 FTE	5,836	Ensures client adherence to house rules, helps client room assignment. Answers client hotline/crisis intervention calls. Responsible for monitoring house inventory and assists with therapeutic recreation/art activities.
6. Assistant Director (Case Management) - 0.14 FTE	6,452	Assists with supervision of the shelters program, including residential and non-residential services. Provides direct client support, supervision and guidance, coordinates with other shelters staff, ensures compliance with programmatic contractual obligations and participates in program development.
7. Assistant Program Coordinator (Mental Health Treatment) - 0.166 FTE	5,944	Assists the Program Coordinator in all shelter activities, review all shelter cases, provides client counseling, case management, advocacy and client assistance as needed.
8. Fringe Benefits - 30%	35,528	For payment of fringe benefits.
<b>TOTAL SUPPORTIVE SERVICES</b>	<b>153,957</b>	<b>Total Project Budget for Supportive Services</b>
<b>SHP REQUEST (SUPPORTIVE SERVICES)</b>	<b>123,166</b>	<b>Total SHP Request (Supportive Services)</b>
<b>APPLICANT CASH MATCH</b>	<b>30,791</b>	<b>Project Sponsors required cash match. Difference between Total Supportive Services and Total SHP Request (Supportive Services).</b>
<b>OPERATIONS</b>		
1. Residential Case Managers - 1.4 FTE	29,830	Oversees all client activities in the shelter, perform intakes, provides advocacy services to clients, conducts counseling, life skills training, parenting education and reviews shelter maintenance needs.
2. House Manager - 0.13 FTE	3,719	Ensures client adherence to house rules, helps client room assignment. Answers client hotline/crisis intervention calls. Responsible for monitoring house inventory and assists with therapeutic recreation/art activities.
3. Fringe Benefits	10,065	For payment of fringe benefits.
4. Equipment	2,820	For payment of copier lease.
5. Supplies	5,291	For payment of office supplies (paper, writing instruments, file folders, client notebooks, etc.)
6. Insurance	1,312	For purchase insurance (Comprehensive General Liability).
<b>TOTAL OPERATIONS</b>	<b>53,037</b>	<b>Total Project Budget for Operations</b>
<b>SHP REQUEST (OPERATIONS)</b>	<b>39,778</b>	<b>Total SHP Request (Operations)</b>
<b>APPLICANT CASH MATCH</b>	<b>13,259</b>	<b>Project Sponsors required cash match. Difference between Total Operations and Total SHP Request (Operations).</b>
Administration (1%)	1,864	For administration of grant (1%=\$1,864; City of Long Beach 4%=\$7,454)
<b>TOTAL CITY OF LONG BEACH CONTRACT</b>	<b>188,232</b>	<b>Real Property Leasing, Total SHP Request (Supportive Services), Total SHP Request (Operations) and Administration (1%)</b>

ATTACHMENT ..... B .....  
PAGE ..... 1 ..... OF ..... 1 ..... PAGES

*JS*

# Attachment “C”

4/1/03 Edition

Off. of Assl. Secy., Comm. Planning, Develop., HUD

§ 583.1

PRA with rehabilitation projects, and  
a change in the type of persons with

PART 583—SUPPORTIVE HOUSING  
PROGRAM

Housing program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) *Components.* Funds under this part may be used for:

(1) Transitional housing to facilitate the movement of homeless individuals and families to permanent housing;

(2) Permanent housing that provides long-term housing for homeless persons with disabilities;

(3) Housing that is, or is part of, a particularly innovative project for, or alternative methods of, meeting the immediate and long-term needs of homeless persons; or

(4) Supportive services for homeless persons not provided in conjunction with supportive housing.

[58 FR 13071, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996]

#### § 583.5 Definitions.

As used in this part:

under this part that do not provide supportive housing.

*Disability* is defined in section 422(2) of the McKinney Act (42 U.S.C. 11382(2)).

*Homeless person* means an individual or family that is described in section 103 of the McKinney Act (42 U.S.C. 11302).

*Metropolitan city* is defined in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)). In general, metropolitan cities are those cities that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

*New construction* means the building of a structure where none existed or an addition to an existing structure that increases the floor area by more than 100 percent.

*Operating costs* is defined in section 422(5) of the McKinney Act (42 U.S.C. 11302(5)).

*Outpatient health services* is defined in section 422(6) of the McKinney Act (42 U.S.C. 11382(6)).

*Permanent housing for homeless persons with disabilities* is defined in section

*Supportive housing* is defined in section 424(a) of the McKinney Act (42 U.S.C. 11384(a)).

*Supportive services* is defined in section 425 of the McKinney Act (42 U.S.C. 11385).

*Transitional housing* is defined in section 424(b) of the McKinney Act (42 U.S.C. 11384(b)). See also § 583.300(i).

*Tribe* is defined in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

*Urban county* is defined in section 102(a)(6) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(6)). In general, urban counties are those counties that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

[61 FR 51175, Sept. 30, 1996]

#### Subpart B—Assistance Provided

##### § 583.100 Types and uses of assistance.

(a) *Grant assistance.* Assistance in the form of grants is available for acquisition of structures, rehabilitation of structures, acquisition and rehabilitation of structures, new construction, leasing, operating costs for supportive housing, and supportive services, as described in §§ 583.105 through 583.125. Applicants may apply for more than one type of assistance.

(b) *Uses of grant assistance.* Grant assistance may be used to:

(1) Establish new supportive housing facilities or new facilities to provide supportive services;

(2) Expand existing facilities in order to increase the number of homeless persons served;

(3) Bring existing facilities up to a level that meets State and local government health and safety standards;

(4) Provide additional supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;

portive housing or supportive services may also be used for other purposes, except that assistance under this part will be available only in proportion to the use of the structure for supportive housing or supportive services.

(d) *Technical assistance.* HUD may offer technical assistance, as described in § 583.140.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36891, July 19, 1994]

##### § 583.105 Grants for acquisition and rehabilitation.

(a) *Use.* HUD will grant funds to recipients to:

(1) Pay a portion of the cost of the acquisition of real property selected by the recipients for use in the provision of supportive housing or supportive services, including the repayment of any outstanding debt on a loan made to purchase property that has not been used previously as supportive housing or for supportive services;

(2) Pay a portion of the cost of rehabilitation of structures, including cost-effective energy measures, selected by the recipients to provide supportive housing or supportive services; or

(3) Pay a portion of the cost of acquisition and rehabilitation of structures, as described in paragraphs (a)(1) and (2) of this section.

(b) *Amount.* The maximum grant available for acquisition, rehabilitation, or acquisition and rehabilitation is the lower of:

(1) \$200,000; or

(2) The total cost of the acquisition, rehabilitation, or acquisition and rehabilitation minus the applicant's contribution toward the cost.

(c) *Increased amounts.* In areas determined by HUD to have high acquisition and rehabilitation costs, grants of more than \$200,000, but not more than \$400,000, may be available.

with new construction are substantially less than the costs associated with rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs associated with rehabilitation or new construction may include the cost of real property acquisition.

(b) *Amount.* The maximum grant available for new construction is the lower of:

(1) \$400,000; or

(2) The total cost of the new construction, including the cost of land associated with that construction, minus the applicant's contribution toward the cost of same.

§ 583.115 Grants for leasing.

(a) *General.* HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of leasing a structure or structures, or portions thereof, used to provide supportive housing or supportive services for up to five years.

(b)(1) *Leasing structures.* Where grants are used to pay rent for all or part of structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable space.

(2) *Leasing individual units.* Where grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged by the same owner for comparable unassisted units, and the portion of rents paid with grant funds may not exceed HUD-determined fair market rents. Recipients may use grant funds in an amount up to one month's rent to pay the non-recipient landlord for any damages to leased units by homeless participants.

[58 FR 13071, Mar. 15, 1993, as amended at 59 FR 36091, July 19, 1994]

§ 583.120 Grants for supportive services costs.

(a) *General.* HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of supportive services for homeless persons for up to five years. All or part of the supportive services may be provided directly by the recipient or by arrangement with public or private service providers.

(b) *Supportive services costs.* Costs associated with providing supportive services include salaries paid to providers of supportive services and any other costs directly associated with providing such services. For a transitional housing project, supportive services costs also include the costs of services provided to former residents of transitional housing to assist their adjustment to independent living. Such services may be provided for up to six months after they leave the transitional housing facility.

[50 FR 13071, Mar. 15, 1993, as amended at 59 FR 36091, July 19, 1994]

§ 583.125 Grants for operating costs.

(a) *General.* HUD will provide grants to pay a portion (as described in § 583.130) of the actual operating costs of supportive housing for up to five years.

(b) *Operating costs.* Operating costs are those associated with the day-to-day operation of the supportive housing. They also include the actual expenses that a recipient incurs for conducting on-going assessments of the supportive services needed by residents and the availability of such services; relocation assistance under § 583.310, including payments and services; and insurance.

(c) *Recipient match requirement for operating costs.* Assistance for operating costs will be available for up to 75 percent of the total cost in each year of the grant term. The recipient must pay the percentage of the actual operating costs not funded by HUD. At the end of each operating year, the recipient must demonstrate that it has met its match requirement of the costs for that year.

[58 FR 13071, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996; 65 FR 30023, May 12, 2000]

§ 583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.

Upon execution of a grant agreement covering assistance for leasing, supportive services, or operating costs, HUD will obligate amounts for a period not to exceed five operating years. The total amount obligated will be equal to an amount necessary for the specified years of operation, less the recipient's share of operating costs.

(Approved by the Office of Management and Budget under OMB control number 2506-0112) [59 FR 36891, July 19, 1994]

§ 583.135 Administrative costs.

(a) General. Up to five percent of any grant awarded under this part may be used for the purpose of paying costs of administering the assistance.

(b) Administrative costs. Administrative costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs. They do not include the costs of carrying out eligible activities under §§ 583.105 through 583.125.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996]

§ 583.140 Technical assistance.

(a) General. HUD may set aside funds annually to provide technical assistance, either directly by HUD staff or indirectly through third-party providers, for any supportive housing project. This technical assistance is for the purpose of promoting the development of supportive housing and supportive services as part of a continuum of care approach, including innovative approaches to assist homeless persons in the transition from homelessness, and promoting the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) Uses of technical assistance. HUD may use these funds to provide technical assistance to prospective applicants, applicants, recipients, or other providers of supportive housing or services for homeless persons, for sup-

portive housing projects. The assistance may include, but is not limited to, written information such as papers, monographs, manuals, guides, and brochures; person-to-person exchanges; and training and related costs.

(c) Selection of providers. From time to time, as HUD determines the need, HUD may advertise and competitively select providers to deliver technical assistance. HUD may enter into contracts, grants, or cooperative agreements, when necessary, to implement the technical assistance.

[59 FR 36892, July 19, 1994]

§ 583.145 Matching requirements.

(a) General. The recipient must match the funds provided by HUD for grants for acquisition, rehabilitation, and new construction with an equal amount of funds from other sources.

(b) Cash resources. The matching funds must be cash resources provided to the project by one or more of the following: the recipient, the Federal government, State and local governments, and private resources.

(c) Maintenance of effort. State or local government funds used in the matching contribution are subject to the maintenance of effort requirements described at § 583.150(a).

§ 583.150 Limitations on use of assistance.

(a) Maintenance of effort. No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.

(b) Primarily religious organizations— (1) Provision of assistance. (i) HUD will provide assistance to a recipient that is a primarily religious organization if the organization agrees to provide housing and supportive services in a manner that is free from religious influences and in accordance with the following principles:

(A) 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;



(B) It will not discriminate against any person applying for housing or supportive services on the basis of religion and will not limit such housing or services or give preference to persons on the basis of religion;

(C) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of housing and supportive services.

(ii) HUD will provide assistance to a recipient that is a primarily religious

pay an amount equal to the residual value of the improvements to the secular organization, and the secular organization will remit the amount to HUD.

(3) *Assistance to a wholly secular private nonprofit organization established by a primarily religious organization.* (i) A primarily religious organization may establish a wholly secular private nonprofit organization to serve as a recipient. The wholly secular organization may be eligible to receive other forms of assistance available under this part.

organization that meets the definition of private nonprofit organization in § 583.5.

(c) *Participant control of site.* Where an applicant does not propose to have control of a site or sites but rather proposes to assist a homeless family or individual in obtaining a lease, which may include assistance with rent payments and receiving supportive services, after which time the family or individual remains in the same housing without further assistance under this part, that applicant may not request assistance for acquisition, rehabilitation, or new construction.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1993]

§ 583.155 Consolidated plan.

(a) *Applicants that are States or units of general local government.* The applicant must have a HUD-approved complete or abbreviated consolidated plan, in accordance with 24 CFR part 91, and must submit a certification that the application for funding is consistent

reservation, the requirement for a certification under paragraph (b) of this section will apply.

(d) *Timing of consolidated plan certification submissions.* Unless otherwise set forth in the NOFA, the required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

[60 FR 16380, Mar. 30, 1995]

Subpart C—Application and Grant Award Process

§ 583.200 Application and grant award.

When funds are made available for assistance, HUD will publish a notice of funding availability (NOFA) in the FEDERAL REGISTER, in accordance with the requirements of 24 CFR part 4. HUD will review and screen applications in accordance with the requirements in section 426 of the McKinney Act (42 U.S.C. 11386) and the guidelines, rating

part 50, subpart E, will not be eligible for assistance under this part.

(c) *Environmental review by applicants.* Applicants that are States, metropolitan cities, urban counties, tribes, or other governmental entities with general purpose powers must assume responsibility for environmental review, decisionmaking, and action for each application for assistance in accordance with part 58 of this title. These applicants must include in their applications an assurance that they will assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under NEPA and related authorities listed in 24 CFR part 58. The grant award is subject to completion of the environmental responsibilities set out in 24 CFR part 58 within a reasonable time period after notification of the award. Applicants may, however, enclose an environmental certification and Request for Release of Funds with their applications.

[61 FR 51176, Sept. 30, 1996]

**§ 583.235 Renewal grants.**

(a) *General.* Grants made under this part, and grants made under subtitles C and D (the Supportive Housing Demonstration and SAFAH, respectively) of the Stewart B. McKinney Homeless Assistance Act as in effect before October 28, 1992, may be renewed on a non-competitive basis to continue ongoing leasing, operations, and supportive services for additional years beyond

subject to maintenance of effort requirements under § 583.150(a) may be for:

(1) Up to 50 percent of the actual operating and leasing costs in the final year of the initial funding period;

(2) Up to the amount of HUD assistance for supportive services in the final year of the initial funding period; and

(3) An allowance for cost increases.

(c) *HUD review.* (1) HUD will review the request for renewal and will evaluate the recipient's performance in previous years against the plans and goals established in the initial application for assistance, as amended. HUD will approve the request for renewal unless the recipient proposes to serve a population that is not homeless, or the recipient has not shown adequate progress as evidenced by an unacceptably slow expenditure of funds, or the recipient has been unsuccessful in assisting participants in achieving and maintaining independent living. In determining the recipient's success in assisting participants to achieve and maintain independent living, consideration will be given to the level and type of problems of participants. For recipients with a poor record of success, HUD will also consider the recipient's willingness to accept technical assistance and to make changes suggested by technical assistance providers. Other factors which will affect HUD's decision to approve a renewal request include the following: a continuing history of inadequate financial management accounting practices in-

Subpart D—Program Requirements

§ 583.300 General operation.

(a) *State and local requirements.* Each recipient of assistance under this part must provide housing or services that are in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the project is located regarding the condition of the structure and the operation of the housing or services.

(b) *Habitability standards.* Except for such variations as are proposed by the recipient and approved by HUD, supportive housing must meet the following requirements:

(1) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

(2) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(3) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(4) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(5) *Water supply.* The water supply must be free from contamination.

(6) *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(7) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be pro-

vided to permit use of essential electrical appliances while assuring safety from fire.

(9) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(11) *Fire safety.* (i) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(ii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

(c) *Meals.* Each recipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(d) *Ongoing assessment of supportive services.* Each recipient of assistance under this part must conduct an ongoing assessment of the supportive services required by the residents of the project and the availability of such services, and make adjustments as appropriate.

(e) *Residential supervision.* Each recipient of assistance under this part must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of

ATTACHMENT C  
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a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(f) *Participation of homeless persons.* (1) Each recipient must provide for the participation of homeless persons as required in section 426(g) of the McKinney Act (42 U.S.C. 11386(g)). This requirement is waived if an applicant is unable to meet it and presents a plan for HUD approval to otherwise consult with homeless or formerly homeless persons in considering and making policies and decisions. See also § 583.330(e).

(2) Each recipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and in providing supportive services for the project.

(g) *Records and reports.* Each recipient of assistance under this part must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require within the timeframe required.

(h) *Confidentiality.* Each recipient that provides family violence prevention or treatment services must develop and implement procedures to ensure:

(1) The confidentiality of records pertaining to any individual services; and

(2) That the address or location of any project assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the project.

(i) *Termination of housing assistance.* The recipient may terminate assistance to a participant who violates program requirements. Recipients should terminate assistance only in the most severe cases. Recipients may resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

(1) Written notice to the participant containing a clear statement of the reasons for termination;

(2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(3) Prompt written notice of the final decision to the participant.

(j) *Limitation of stay in transitional housing.* A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

(k) *Outpatient health services.* Outpatient health services provided by the recipient must be approved as appropriate by HUD and the Department of Health and Human Services (HHS). Upon receipt of an application that proposes the provision of outpatient health services, HUD will consult with HHS with respect to the appropriateness of the proposed services.

(l) *Annual assurances.* Recipients who receive assistance only for leasing, operating costs or supportive services costs must provide an annual assurance for each year such assistance is received that the project will be operated for the purpose specified in the application.

(Approved by the Office of Management and Budget under control number 2506-0112)

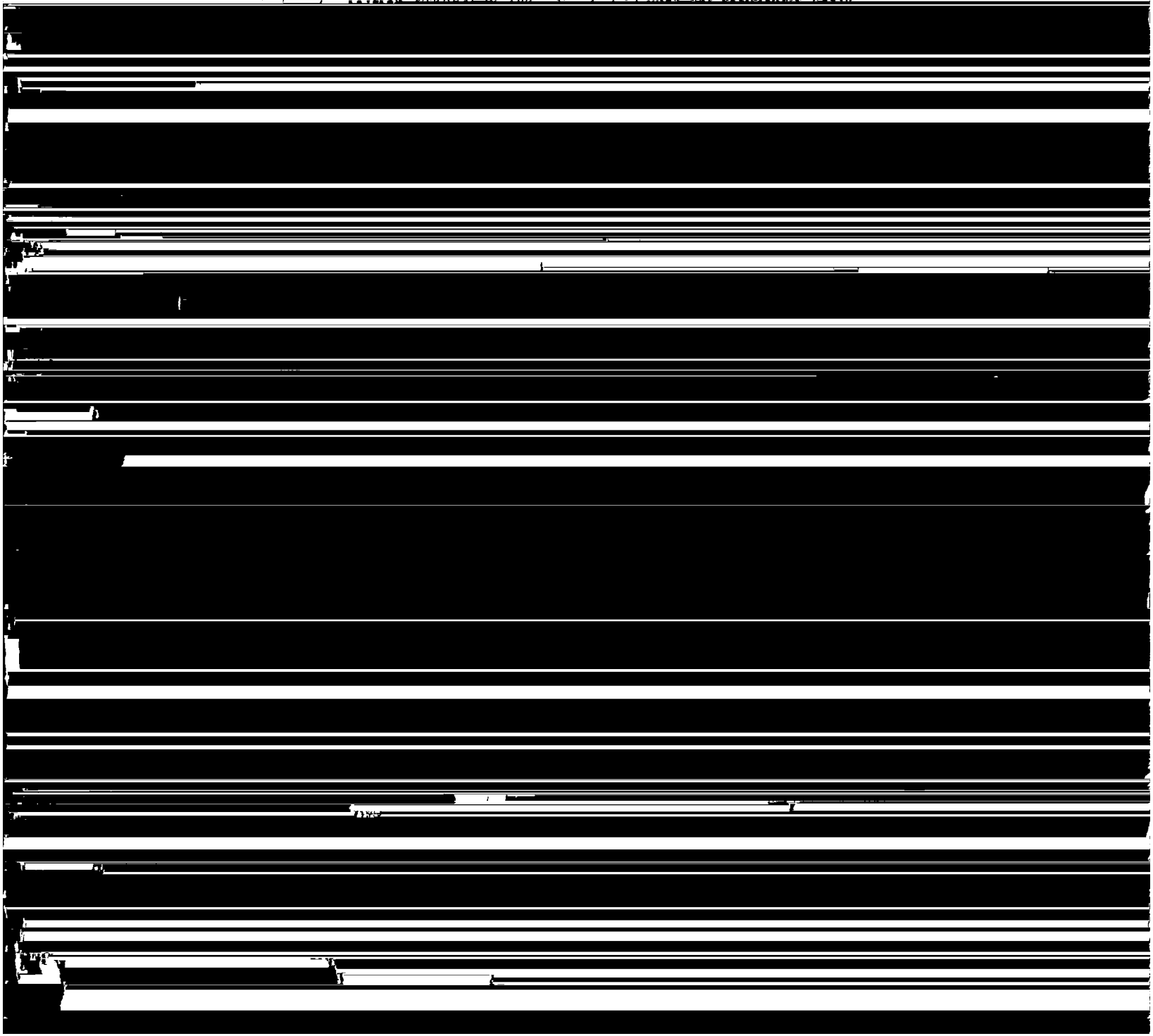
[68 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1994; 61 FR 51176, Sept. 30, 1996]

§ 583.305 Term of commitment; repayment of grants; prevention of undue benefits.

(a) *Term of commitment and conversion.* Recipients must agree to operate the housing or provide supportive services in accordance with this part and with sections 423 (b)(1) and (b)(3) of the McKinney Act (42 U.S.C. 11383(b)(1), 11383(b)(3)).

(b) *Repayment of grant and prevention of undue benefits.* In accordance with section 423(c) of the McKinney Act (42 U.S.C. 11383(c)), HUD will require recipients to repay the grant unless HUD has authorized conversion of the

cerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-income person who is



(A) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(B) 30 percent of gross household income. If the initial rent is at or near the maximum, there must be a reasonable basis for concluding at the time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been up-

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

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

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

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided 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 recipient and HUD.

(h) *Definition of project.* For purposes

public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(b) *Use of rent.* Resident rent may be used in the operation of the project or may be reserved, in whole or in part, to assist residents of transitional housing in moving to permanent housing.

(c) *Fees.* In addition to resident rent, recipients may charge residents reasonable fees for services not paid with grant funds.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1994; 66 FR 5225, Jan. 19, 2001]

§ 583.320 Site control.

(a) *Site control.* (1) Where grant funds will be used for acquisition, rehabilitation, or new construction to provide supportive housing or supportive services, or where grant funds will be used for operating costs of supportive housing, or where grant funds will be used to provide supportive services except where an applicant will provide services at sites not operated by the applicant, an applicant must demonstrate site control before HUD will execute a grant agreement (e.g., through a deed, lease, executed contract of sale). If such site control is not demonstrated within one year after initial notification of the award of assistance under

site are greater than the amount of the grant awarded for the site specified in the application, the recipient must provide for all additional costs. If the recipient is unable to demonstrate to HUD that it is able to provide for the difference in costs, HUD may deobligate the award of assistance.

(c) *Failure to obtain site control within one year.* HUD will recapture or deobligate any award for assistance under this part if the recipient is not in control of a suitable site before the expiration of one year after initial notification of an award.

§ 583.325 Nondiscrimination and equal opportunity requirements.

(a) *General.* Notwithstanding the permissibility of proposals that serve designated populations of disabled homeless persons, recipients serving a designated population of disabled homeless persons are required, within the designated population, to comply with these requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, and disability.

(b) *Nondiscrimination and equal opportunity requirements.* The nondiscrimination and equal opportunity requirements set forth at part 5 of this title apply to this program. The Indian Civil Rights Act (25 U.S.C. 1301 et seq.) applies to tribes when they exercise their powers of self-government, and to In-



may qualify for admission to the housing, the recipient must establish additional procedures that will ensure that such persons can obtain information concerning availability of the housing.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) *Accessibility requirements.* The recipient must comply with the new construction accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, and the reasonable accommodation and rehabilitation accessibility requirements of section 504 as follows:

(1) All new construction must meet the accessibility requirements of 24 CFR 8.22 and, as applicable, 24 CFR 100.205.

(2) Projects in which costs of rehabilitation are 75 percent or more of the replacement cost of the building must meet the requirements of 24 CFR 8.23(a). Other rehabilitation must meet the requirements of 24 CFR 8.23(b).

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 33894, June 30, 1994; 61 FR 5210, Feb. 9, 1996; 61 FR 51176, Sept. 30, 1996]

**§ 583.330 Applicability of other Federal requirements.**

In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following Federal requirements:

(a) *Flood insurance.* (1) The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128) prohibits the approval of applications for assistance for acquisition or construction (including rehabilitation) for supportive housing located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(2) Applicants with supportive housing located in an area identified by FEMA as having special flood hazards and receiving assistance for acquisition or construction (including rehabilitation) are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

(b) The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 *et seq.*) may apply to proposals under this part, depending on the assistance requested.

(c) *Applicability of OMB Circulars.* The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the award, acceptance, and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with the provisions of the McKinney Act, other Federal statutes, or this part. (Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.

(d) *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title apply to activities under this program.

(e) *Conflicts of interest.* (1) In addition to the conflict of interest requirements

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, sub-contract, or agreement with respect thereto, or the proceeds thereunder, either for himself 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. Participation by homeless individuals who also are participants under the program in policy or decisionmaking under § 583.300(f) does not constitute a conflict of interest.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (e)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's project. An exception may be considered only after the recipient has provided the following:

(i) For States and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (e)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking

process with respect to the specific assisted activity in question;

(iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (e)(1) of this section;

(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vi) Any other relevant considerations.

(f) *Audit.* The financial management systems used by recipients under this program must provide for audits in accordance with 24 CFR part 44 or part 45, as applicable. HUD may perform or require additional audits as it finds necessary or appropriate.

(g) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act do not apply to this program.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 5211, Feb. 9, 1996; 64 FR 50226, Sept. 15, 1999]

## Subpart E—Administration

### § 583.400 Grant agreement.

(a) *General.* The duty to provide supportive housing or supportive services in accordance with the requirements of this part will be incorporated in a grant agreement executed by HUD and the recipient.

(b) *Enforcement.* HUD will enforce the obligations in the grant agreement through such action as may be appropriate, including repayment of funds that have already been disbursed to the recipient.

### § 583.405 Program changes.

(a) *HUD approval.* (1) A recipient may not make any significant changes to an approved program without prior HUD approval. Significant changes include, but are not limited to, a change in the recipient, a change in the project site, additions or deletions in the types of activities listed in § 583.100 of this part approved for the program or a shift of more than 10 percent of funds from one approved type of activity to another, and a change in the category of participants to be served. Depending on the nature of the change, HUD may require

a new certification of consistency with the consolidated plan (see §583.155).

(2) Approval for changes is contingent upon the application ranking remaining high enough after the approved change to have been competitively selected for funding in the year the application was selected.

(b) *Documentation of other changes.* Any changes to an approved program that do not require prior HUD approval must be fully documented in the recipient's records.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 61176, Sept. 30, 1996]

**§ 583.410 Obligation and deobligation of funds.**

(a) *Obligation of funds.* When HUD and the applicant execute a grant agreement, funds are obligated to cover the amount of the approved assistance under subpart B of this part. The recipient will be expected to carry out the supportive housing or supportive services activities as proposed in the application.

(b) *Increases.* After the initial obligation of funds, HUD will not make revisions to increase the amount obligated.

(c) *Deobligation.* (1) HUD may deobligate all or parts of grants for acquisition, rehabilitation, acquisition and rehabilitation, or new construction:

(i) If the actual total cost of acquisition, rehabilitation, acquisition and rehabilitation, or new construction is less than the total cost anticipated in the application; or

(ii) If proposed activities for which funding was approved are not begun within three months or residents do not begin to occupy the facility within nine months after grant execution.

(2) HUD may deobligate the amounts for annual leasing costs, operating costs or supportive services in any year:

(i) If the actual leasing costs, operating costs or supportive services for that year are less than the total cost anticipated in the application; or

(ii) If the proposed supportive housing operations are not begun within three months after the units are available for occupancy.

(3) The grant agreement may set forth in detail other circumstances

under which funds may be deobligated, and other sanctions may be imposed.

(4) HUD may:

(i) Readvertise the availability of funds that have been deobligated under this section in a notice of fund availability under §583.200, or

(ii) Award deobligated funds to applications previously submitted in response to the most recently published notice of fund availability, and in accordance with subpart C of this part.

**PART 585—YOUTHBUILD PROGRAM**

**Subpart A—General**

- Sec.
- 585.1 Authority.
- 585.2 Program purpose.
- 585.3 Program components.
- 585.4 Definitions.

**Subpart B [Reserved]**

**Subpart C—Youthbuild Planning Grants**

- 585.201 Purpose.
- 585.202 Award limits.
- 585.203 Grant term.
- 585.204 Locational considerations.
- 585.205 Eligible activities.

**Subpart D—Youthbuild Implementation Grants**

- 585.301 Purpose.
- 585.302 Award limits.
- 585.303 Grant term.
- 585.304 Locational considerations.
- 585.305 Eligible activities.
- 585.306 Designation of costs.
- 585.307 Environmental procedures and standards.
- 585.308 Relocation assistance and real property acquisition.
- 585.309 Project-related restrictions applicable to Youthbuild residential rental housing.
- 585.310 Project-related restrictions applicable to Youthbuild transitional housing for the homeless.
- 585.311 Project-related restrictions applicable to Youthbuild homeownership housing.
- 585.312 Wages, labor standards, and non-discrimination.
- 585.313 Labor standards.

**Subpart E—Administration**

- 585.401 Recordkeeping by recipients.
- 585.402 Grant agreement.
- 585.403 Reporting requirements.
- 585.404 Program changes.

# 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

- o Provide access to services to promote maximum quality of life, independence and self-sufficiency.
- o Ensure access to housing, medical, psychosocial services as necessary to promote stable housing.

Increase access to supporting services, information and foster...

- o Prospective client is informed of agency services and limitations.
- o Demographic information and required documentation is collected from the prospective client to complete the eligibility screening.
- o 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:**

- o Date of Intake
- o Client name, address staying (if any), mailing address, and telephone numbers
- o Emergency contact name, address and phone numbers
- o Information regarding significant medical issues i.e. HIV dx, diabetes, high blood pressure, mental health dx
- o Proof of Los Angeles County residency
- o 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)
- o Limits of confidentiality form
- o Statement of informed consent to receive case management services
- o 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.

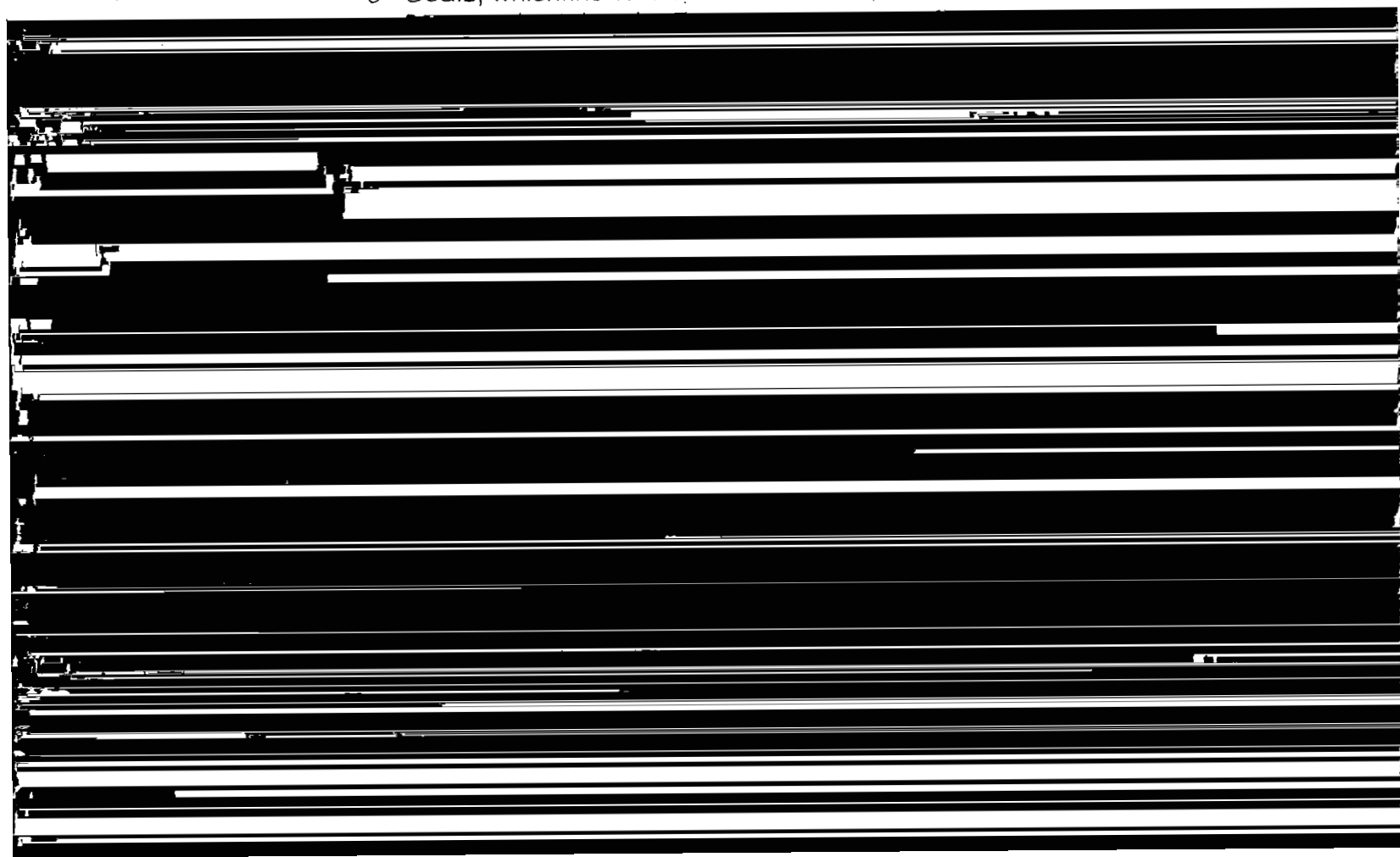
**Process:**

- o The Individual Service Plan is completed immediately following the Intake Assessment and within fourteen (14) days of the Initial Contact.
- o After completing the Intake Assessment, the case manager, along with the client develops a list of priority client needs.
- o 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.
- o The client receives a copy of the Individual Service Plan.
- o The disposition is recorded as goals are met, changed, in progress, or determined to be unattainable.
- o The Individual Service Plan is updated on an ongoing basis, but at a minimum of every three months.
- o Implementation begins immediately following Individual Service Plan development.

**Documentation:**

Initial Individual Service Plan that includes:

- o Goals, which indicate the date established



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:**

- o Direct face to face or telephone contact with the client, family or significant other with consent.
- o 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.
- o Ongoing evaluation of the client, family and significant others' status, satisfaction of case management services and quality and appropriateness of services provided.
- o 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:

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

Progress notes describing:

- o Date, time and type of contact
- o Time spend on behalf of the client
- o What occurred during the contact
- o Referrals and intervention strategies identified
- o Results of interventions/referrals
- o Progress notes are signed and dated by case manager
- o Upgraded Individual Service Plan reflecting the information gathering in following-up and reassessment
- o Updated demographic and emergency contact data.
- o 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

#### 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 not client related.

- 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 provider's from different agencies and programs to assist in the case.

## 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:

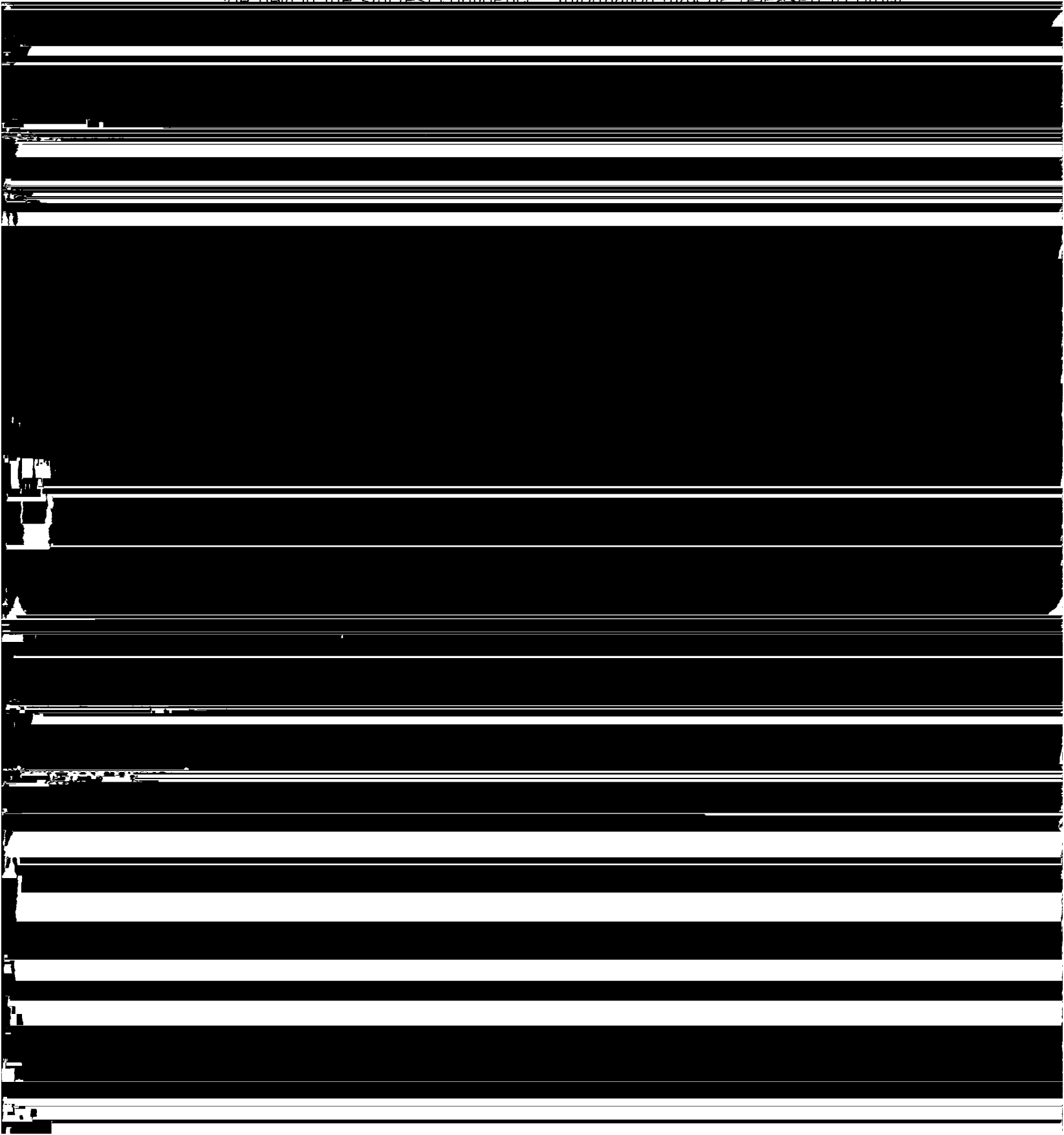
The Case Manager shall use his/her professional skills and competence to serve the client whose interest is of primary concern. It is the case manager's role to ensure that the client receives accurate and complete information about all available services based on the ongoing assessment of the client. 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



# 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

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: CA 16B506-003 Contract Agency: 1736 Family Crisis Center

Name and Title of Authorized Representative: Lisa Steele, PhD, Deputy Director

Lisa Steele, PhD  
Signature

9/16/06  
Date

2 2 E



# 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~~



**RESOLUTION**

The Board of Directors of 1736 Family Crisis Center hereby resolves to authorize Lisa Steele in her position as Deputy Director of 1736 Family Crisis Center to sign grant proposals, contracts, funding requisitions, and related documents as directed by the Executive Director.

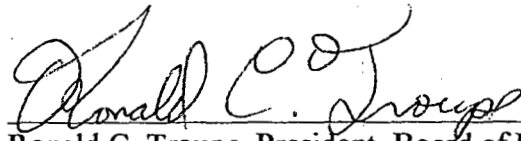
This resolution was adopted by a vote taken on June 8, 2006 by the following vote:

AYE: 5

NO: 0

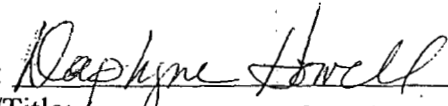
ABSENT: 3

ABSTENTION: 0

  
\_\_\_\_\_  
Ronald C. Troupe, President, Board of Directors

June 8, 2006

\_\_\_\_\_  
Date

Attest:   
\_\_\_\_\_  
Name/Title: Daphne Howell, Director of

June 8, 2006

\_\_\_\_\_  
Date

Administration & Human Resources

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PC  
1736F-1

DATE (MM/DD/YYYY)

07/11/06

**PRODUCER**  
**Chapman & Associates**  
 License #0522024  
 P. O. Box 5455  
 Pasadena CA 91117-0455  
 Phone: 626-405-8031 Fax: 626-405-0585

**INSURED**

1736 Family Crisis Center  
 2116 Arlington Ave, Ste #200  
 Los Angeles CA 90018

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

<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
INSURER A: Riverport Insurance Company	
INSURER B: Everest National	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	RIC0007155	07/05/06	07/05/07	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1000000
	<input checked="" type="checkbox"/> Sexual Abuse Liab				GENERAL AGGREGATE \$ 3000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	<b>AUTOMOBILE LIABILITY</b>	RIC0007155	07/05/06	07/05/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b>	REL0007156	07/05/06	07/05/07	EACH OCCURRENCE \$ 5000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$0				\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	6600000351061	04/01/06	04/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
A	<b>OTHER</b>				
	Crime Coverage Property Coverage	RIC0007155 RIC0007155	07/05/06 07/05/06	07/05/07 07/05/07	Empl Dish \$500,000 Blkt Cont \$721,000

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

Re: Programs funded under the Social Services Grant Program, Emergency Shelter Program and Supportive Housing Grants Program. The City of Long Beach, it's officers, agents & employees are named additional insured/funding source with respect to the operations of the named insured except the Professional Liability & Workers Compensation policy - (Contd)

### CERTIFICATE HOLDER

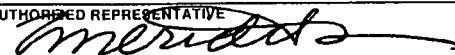
CITYLBE

City of Long Beach, Dept. of Health & Human Services  
 Ka Xiong  
 2525 Grand Avenue  
 Long Beach, CA 90815

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**NOTEPAD:**

HOLDER CODE: CITYLBE  
INSURED'S NAME: 1736 Family Crisis Center

1736F-1

OPID-PC

PAGE 2

DATE: 07/11/06

endorsement to follow. 10 days notice of cancellation for non-payment of premium.