

Robert E. Shannon  
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Long Beach, California 90802-4664  
Telephone (562) 570-2200

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CONTRACT

**29400**

THIS CONTRACT is made and entered, in duplicate, as of August 25, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 23, 2005, by and between INSTITUTE FOR URBAN RESEARCH AND DEVELOPMENT, a nonprofit California corporation, with offices located at 810 Echo Park, Los Angeles, California 90026 ("Organization"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 certifications.

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

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

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

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

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

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

27 Organization expressly warrants that it will not at any time hold itself out as an agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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



1 its officials, employees and agents in the same manner and to the same extent as they  
2 would have been protected had the policy or policies not contained retention or deductible  
3 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
4 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,  
5 and shall be primary and not contributing to any other insurance or self-insurance  
6 maintained by City. Organization shall notify the City in writing within five (5) days after any  
7 insurance required herein has been voided by the insurer or cancelled by the insured.

8           Organization shall require that all contractors and subcontractors which  
9 Organization uses in the performance of services hereunder maintain insurance in

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

**Sec. 576.55 Building standards.**

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

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

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

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

**Sec. 576.56 Homeless assistance and participation.**

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

(i) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services

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

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

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

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

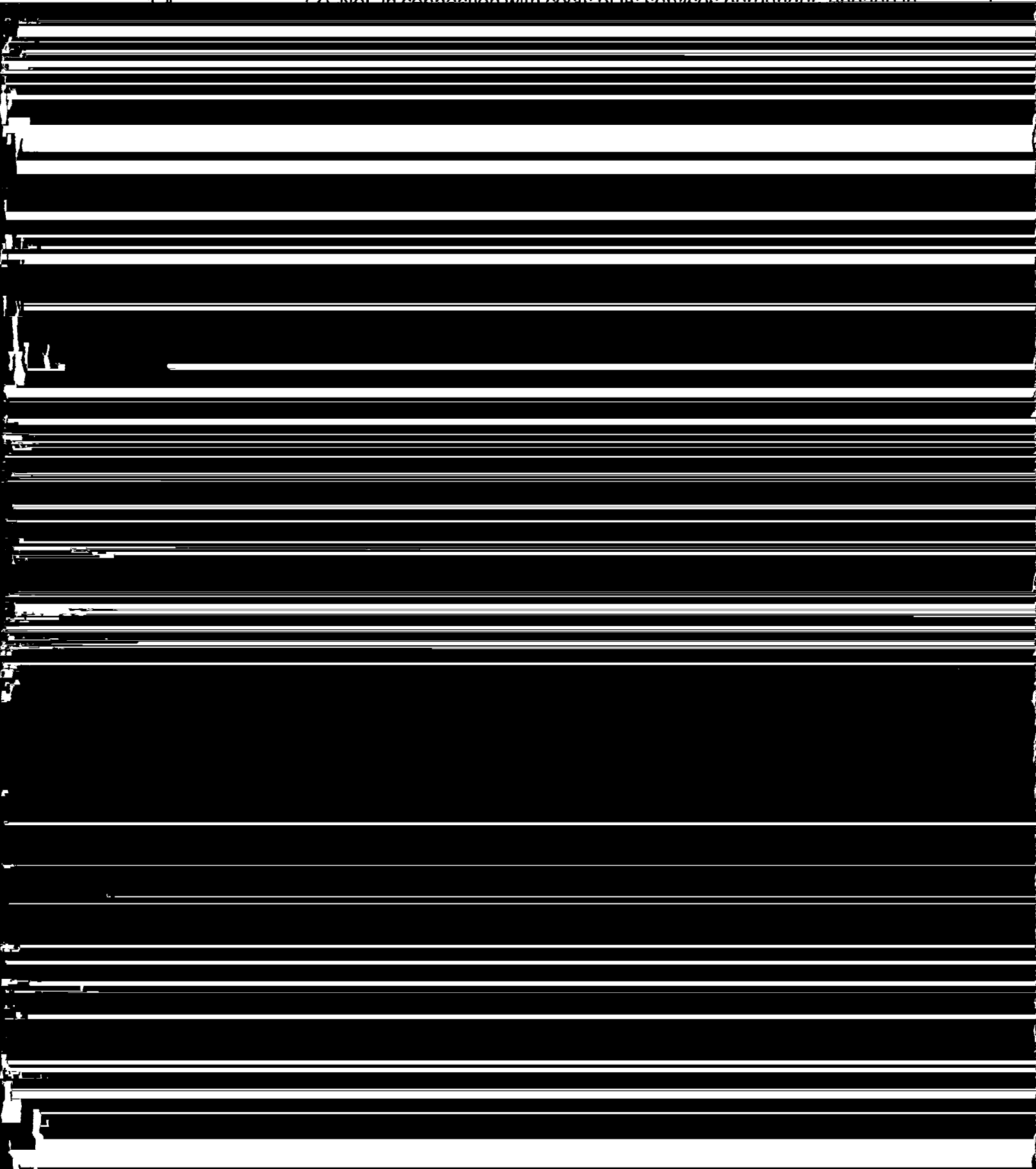
17           D. Organization shall not commence services until the City's Planning and  
18 Building Department has completed an environmental review under 24 CFR Part 58, and  
19 Organization shall not commence such services until City informs Organization of the  
20 completion and conditions of said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

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

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

- 25           (1) Not represent that it is, or may be deemed to be, a religious or  
26 denominational institution or organization or an organization operated for  
27 religious purposes which is supervised or controlled by or in connection with  
28 a religious or denominational institution or organization;

(2) Not in connection with costs of its services hereunder, engage in



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1 shown in Attachment "D".

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

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

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

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

20 Section 15. This document constitutes the entire understanding of the parties  
21 and supersedes all other agreements, oral or written, with respect to the subject matter  
22 herein. This Contract shall not be amended, nor any provision or breach hereof waived,  
23 except in writing by the parties which expressly refers to this Contract.

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

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

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1 pursuant to Section 4.C. hereof.

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

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

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

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

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

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

2 INSTITUTE FOR URBAN RESEARCH AND  
3 DEVELOPMENT, a nonprofit California  
4 corporation

4 10.6.05, 2005

By [Signature]  
President Executive Director  
Joe Colletti  
(Type or Print Name)

6 \_\_\_\_\_, 2005

By \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

10 12/7/, 2005

By [Signature]  
City Manager

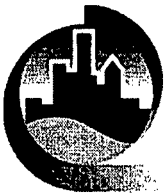
"City"

13 This Contract is approved as to form on 11/30, 2005.

14 ROBERT E. SHANNON, City Attorney

By [Signature]  
Senior Deputy

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**The Institute for  
Urban Research and Development**

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email: [solutions@iurd.org](mailto:solutions@iurd.org) • [www.iurd.org](http://www.iurd.org)

**BOARD OF DIRECTORS**

**RESOLUTION TO DESIGNATE SIGNATORIES**

**June 27, 2005**

WHEREAS, the Institute for Urban Research and Development (IURD) is a 501(c)(3) non-profit corporation duly registered with the State of California;

AND WHEREAS, Article VI, Sec 3 of the By-laws states that the President shall execute, on behalf of the organization, contracts, deeds, conveyances, and other instruments of writing that may be required or authorized by the Board of Directors for the proper and necessary transaction of the business of the organization;

AND WHEREAS, Article VI, Sec 6B of the By-laws states that the Treasurer shall countersign on behalf of the corporation checks, drafts, notes, contracts, and evidences of payment of the corporation's money;

AND WHEREAS, Article IX, Sec 4 of the By-laws states that signatures necessary on contracts.



**The Institute for  
Urban Research and Development**

AND FURTHER RESOLVED that the following named persons were authorized to sign checks for the disbursement of funds for the period September 20, 2004 through June 27, 2005:

Jennifer Zambrano, Regional Director  
Ron Steward, Ph. D., Regional Director

Passed and adopted by unanimous vote of the members present at a regular meeting of the Board of Directors this 27<sup>th</sup> day of June, 2005.

Attest:

*Approved at June 27<sup>th</sup> Board Meeting*

By:

*A. Sorcini, COO*  
Antonio Sorcini, Secretary



# Attachment "A"

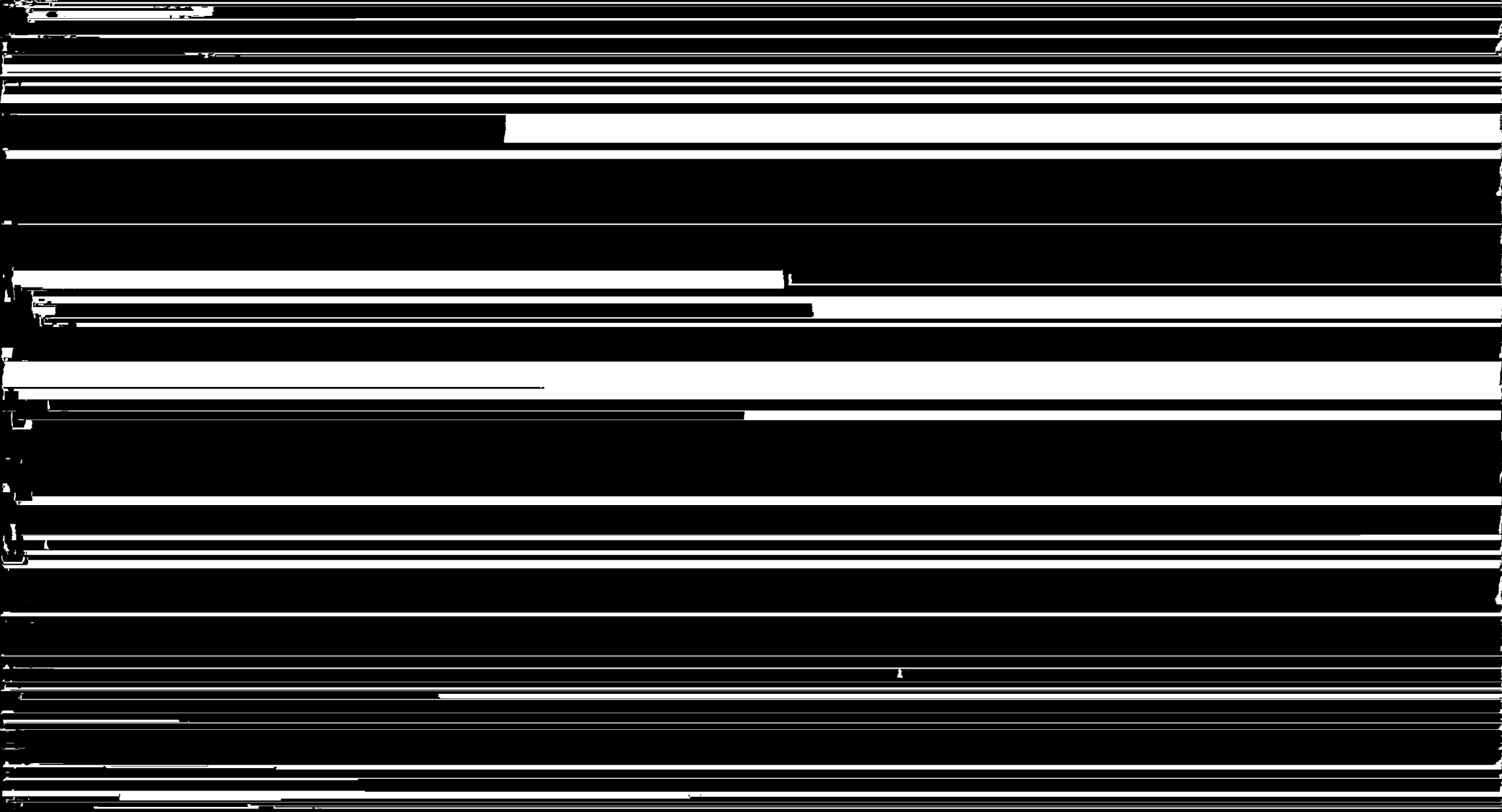
**City of Long Beach  
Emergency Shelter Grant (ESG) Program 2005-2007  
Scope of Work**

**AGENCY NAME:** Institute for Urban Research and Development

**CONTRACT NUMBER:** \_\_\_\_\_

**Program Objective:** To enable clients to obtain and maintain permanent housing and self-sufficiency and the goals of their ISP by moving into stable housing within 90 days of entering the program.

Goals:	Total Goals	YEAR 1 QUARTER 1 10/1-12/31	YEAR 1 QUARTER 2 1/1-3/31	YEAR 1 QUARTER 3 4/1-6/30	YEAR 1 QUARTER 4 7/1-9/31
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# Attachment "B"

**CITY OF LONG BEACH**  
**EMERGENCY SHELTER GRANT (ESG) PROGRAM 2005-2007**  
**PROGRAM BUDGET FOR Institute for Urban Research and Development CONTRACT #**

BUDGET ITEM	ALLOCATION	ESSENTIAL SERVICES	PREVENTION SERVICES	OPERATIONS (STAFF)	OPERATIONS	BUDGET JUSTIFICATION
<b>ESSENTIAL SERVICES</b>	\$	\$	\$	\$	\$	
1. Case Manager - .25 FTE	10,147	10,147				Conducts detailed needs assessment, public benefits advocacy, assists with money management, legal, immigration, employment and housing needs.
2. Case Manager - .25 FTE	10,147	10,147				Conducts detailed needs assessment, public benefits advocacy, assists with money management, legal, immigration, employment and housing needs.
3. Program Manager - .50 FTE	24,600	24,600				Oversees day to day shelter operations and case management services. Checks files and records, including Individualized Service Plans. Works with case managers and clients to develop, implement and resolve case management issues and concerns.
<b>TOTAL ESSENTIAL SERVICES</b>	<b>44,894</b>	<b>44,894</b>				<b>Total Essential Services for Reimbursement</b>
<b>OPERATIONS</b>	\$	\$	\$	\$	\$	
1. Overnight Shelter Worker (weeknights) - .75 FTE	27,050				27,050	Responsible for the oversight of nightly operations to include, but not limited to: Client activities such as meals, personal hygiene, chores, sleep and well-being by ensuring security; completes site maintenance; coordinates timely departure of clients every morning; and supervises completion of facility chores
2. Rent	12,150				12,150	For payment of rent (portion)
3. Utilities/Phone	5,976				5,976	For payment of utility, such as gas, water, refuse, etc. (portion) to include telephones
4. Maintenance	3,249				3,249	For building maintenance and repair
5. Food	22,500				22,500	For payment of food for clients
6. Supplies (Office/Program)	666				666	For payment of office and/or program supplies
7. Van Lease, Gas & Maintenance	1,834				1,834	For van leasing, gas and vehicle maintenance (portion)
8. Insurance	1,085				1,085	For payment of portion of Commercial General Liability insurance (portion)
9. Transportation	417				417	For payment of transportation costs such as bus tokens and/or taxi vouchers
<b>TOTAL OPERATIONS</b>	<b>74,927</b>				<b>74,927</b>	<b>Total Operations for Reimbursement</b>
<b>TOTAL CLB CONTRACT</b>	<b>119,821</b>	<b>44,894</b>			<b>74,927</b>	<b>Ess Svs, Ops and Homeless Prevention</b>

Program Budget 2005-2007 (Catholic Charities)

# Attachment "C"

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

Subpart A—General



## Subpart A—General

### Sec. 576.1 Applicability and purpose.

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

[61 FR 51548, Oct. 2, 1996]

### Sec. 576.3 Definitions.

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

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

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

(8) Staff salaries necessary to provide the above services.

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

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

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

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

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

(3) Mediation programs for landlord-tenant disputes;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Subpart B--Eligible Activities

### Sec. 576.21 Eligible activities.

(a) Eligible activities. Emergency shelter grant amounts may be used for one or more of the following activities relating to emergency shelter for the homeless:

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

HUD to units of general local government, territories, or Indian tribes, and grant amounts provided by a State to State recipients, may be used to provide an essential service under paragraph (a)(2) of this section only if the service is a new service, or is a quantifiable increase in the level of a service above that which the unit of general local government (or, in the case of a nonprofit organization, the unit of general local government in which the proposed activities are to be located), territory, or Indian tribe, as applicable, provided with

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

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

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

(b) Rehabilitation or conversion of emergency shelters. Grants may be used to rehabilitate or convert to an emergency shelter a structure that is owned by a primarily religious organization, only if: (1) The structure (or portion thereof) that is to be renovated, rehabilitated, or converted with HUD assistance has been leased to an existing or newly established wholly secular organization; (2) The HUD assistance is provided to the secular organization (and not the religious organization) to make the improvements; (3) The leased structure will be used exclusively for secular purposes available to all persons; (4) The lease payments paid to the primarily religious organization do not exceed the fair market rent for the structure before the renovation, rehabilitation, or conversion; (5) The portion of the cost of any improvements that benefit any unleased portion of the structure will be allocated to, and paid for by, the religious organization; and (6) The primarily religious organization agrees that if the recipient does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay to the original grantee (from which the amounts used to renovate, rehabilitate, or convert the building were derived) an amount equal to the residual value of the improvements. A private nonprofit organization must remit to HUD this amount if the organization

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

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

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

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

[61 FR 51549, Oct. 2, 1996]

**Sec. 576.25 Who may carry out eligible activities.**

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

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

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

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

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

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## Subpart C--Award and Use of Grant Amounts

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

### Sec. 576.31 Application requirements.

(c) Indian tribes. After funds are set aside for allocation to Indian tribes under

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

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

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

## Subpart D--Reallocations

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

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

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

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

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

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

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

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

(e) Amendment review and approval. (1) Section 576.33 governs the review and approval of application amendments under this section. HUD will endeavor to make grant awards within 30 days of the application amendment deadline, or as soon thereafter as practicable.

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

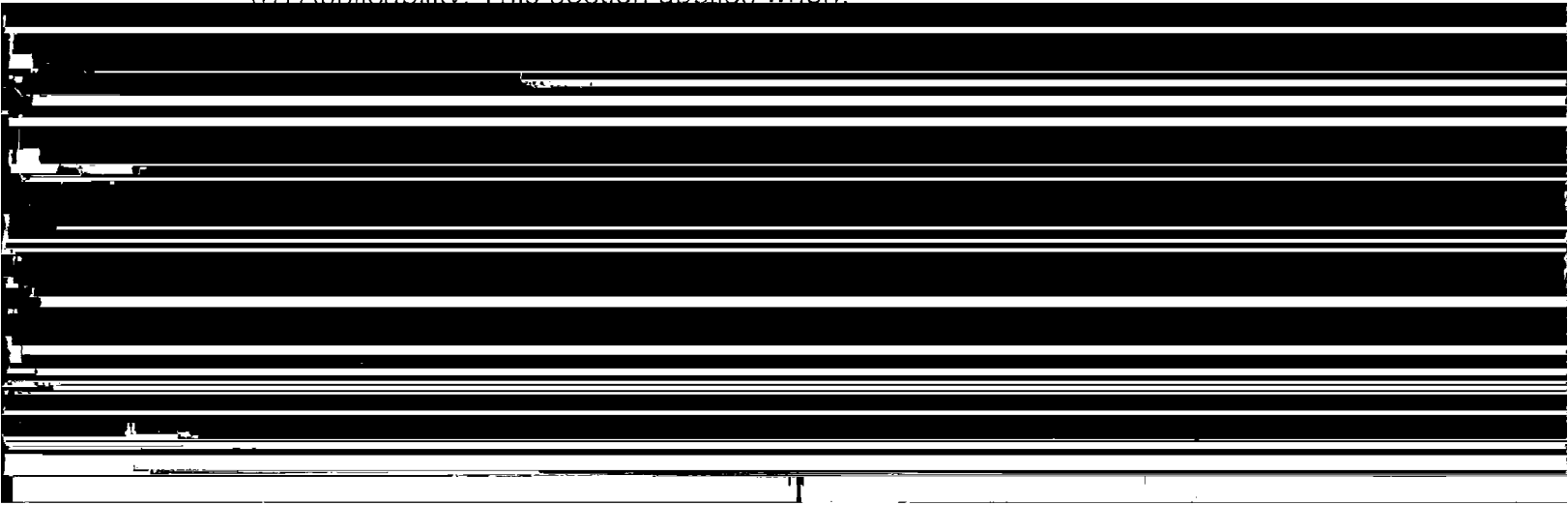
(f) Deadlines for using reallocated grant amounts. Section 576.35 governs the use of amounts reallocated under this section.

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

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

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

(a) Applicability. This section applies when:





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

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

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

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

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

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

(7) HUD may make a grant award for less than the amount applied for or for fewer than all of the activities identified in the application, based on competing demands for grant amounts and the extent to which the respective activities address the needs of the homeless.

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

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

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

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

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

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

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

## Subpart E--Program Requirements

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

### Sec. 576.51 Matching funds.

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

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

[61 FR 51552, Oct. 2, 1996]

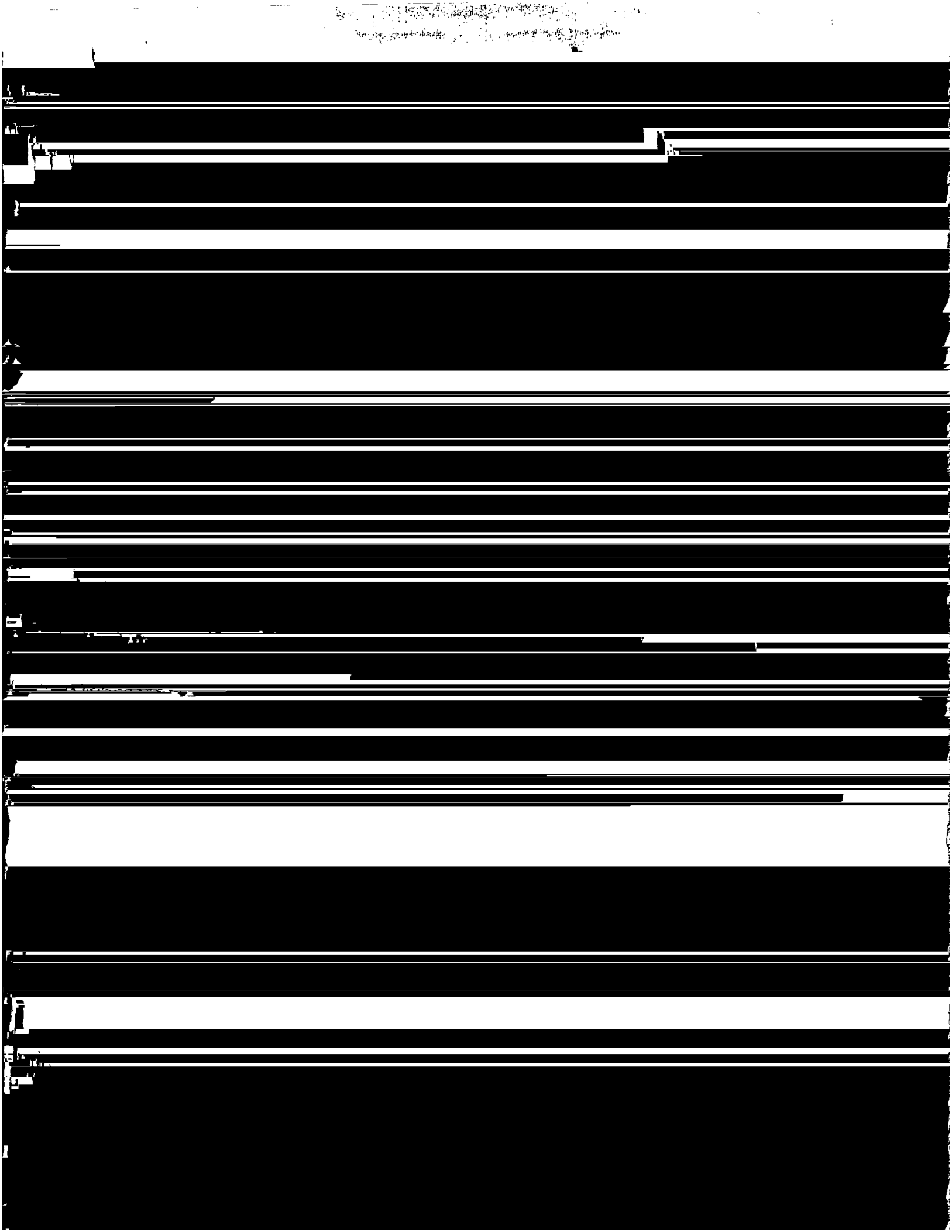
### Sec. 576.53 Use as an emergency shelter.

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

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

(b) Calculating the applicable period. The 3- and 10-year periods applicable under paragraph (a) of this section begin to run: (1) In the case of a building that was not operated as an emergency shelter for the homeless before receipt of grant amounts under this part, on the date of initial occupancy as an emergency shelter for the homeless.

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



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

(2) Use of emergency shelter grant amounts must also comply with the requirement that the grantee or the State recipient make known that use of the facilities and services is available to all on a nondiscriminatory basis. If the procedures that the grantee or recipient intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the grantee or recipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Grantees and recipients must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

(b) Applicability of OMB Circulars. (1) The policies, guidelines, and requirements

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

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

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

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

(i) Units of general local government, the unit of general local government shall be the responsible entity, and the State will assume HUD's functions with regard to the release of funds; or

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

(3) Release of funds. HUD will not release funds for an eligible entity if it

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

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

#### Sec. 576.59 Relocation and acquisition.

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

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

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

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

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

(f) Definition--(1) Displaced person. (i) The term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently and involuntarily, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. Permanent involuntary moves for an assisted

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

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

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

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

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

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

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

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

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

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

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

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

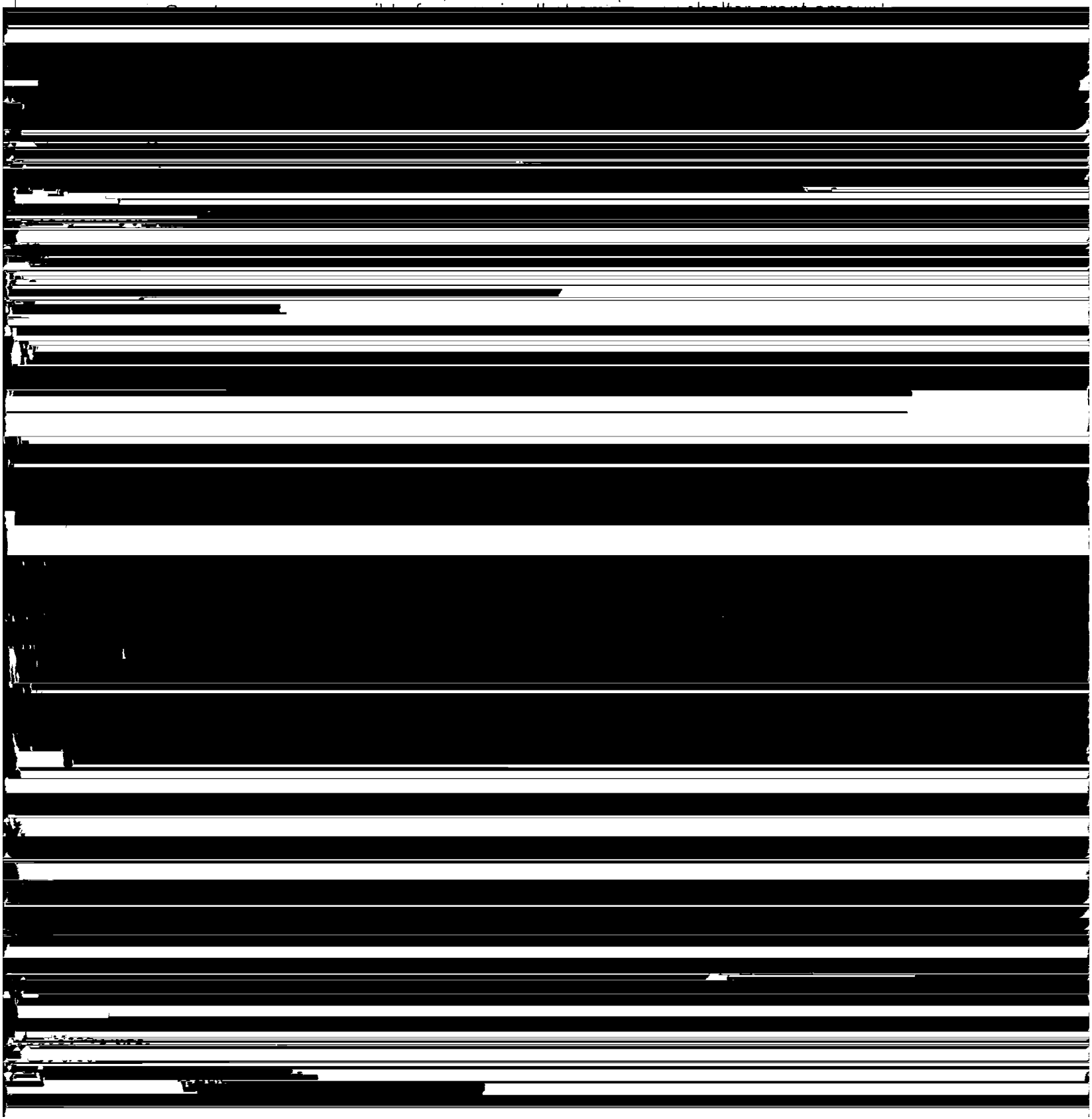
[54 FR 46799, Nov. 7, 1989, as amended at 54 FR 52397, Dec. 21, 1989. Redesignated at 61 FR 51553, Oct. 2, 1996]



## Subpart F--Grant Administration

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

Sec. 576.61 Responsibility for grant administration.



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

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

(2) Condition a future grant;

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

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

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

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

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

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

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

# Attachment “D”

## SECTION I-HOUSING CASE MANAGEMENT STANDARDS OF CARE

### I. Definition of Housing Case Management

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

### II. Goals of Housing Case Management

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

### III. Major components of Housing case Management

All Case Management models include the following activities:

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

#### A. Initial Contact:

##### Process:

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

- 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

### Process:

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

### Documentation:

#### Initial Individual Service Plan that includes:

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

#### Ongoing Individual Service Plans that includes:

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

### D. General follow-up and reassessment

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

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

**Process:**

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

**Documentation:**

Progress notes include:

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

Progress notes describing:

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

signatures of the client, case manager and supervisor, in accordance with agency policies.

### E. Service reduction / case closure

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

#### Process:

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



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

**Documentation:**

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

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

V. **Administrative Services**

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

## SECTION II-PROGRAMMATIC STANDARDS OF CARE

### A. Qualifications:

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

#### **D. Confidentiality:**

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

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

#### **E. Advocacy**

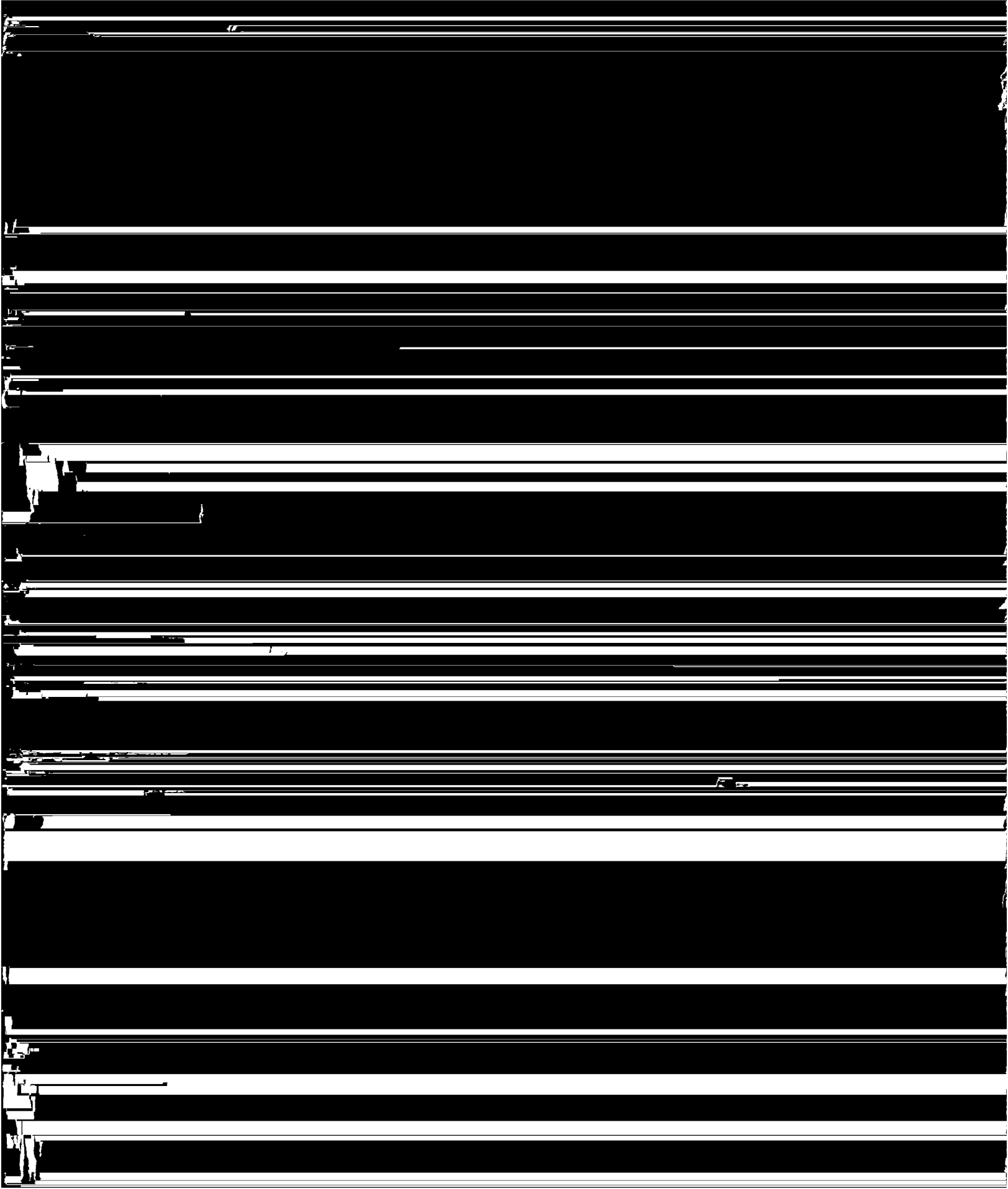
Case managers have the responsibility to advocate for their clients on a public policy level. Case managers are responsible for understanding the systems, which dictate the services they provide. This may include being knowledgeable about local, state and federal legislation that impacts the health and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

#### **F. Coordination of Services**

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

# Attachment "E"

CERTIFICATION REGARDING DEPARTMENT



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

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

Agreement Number: \_\_\_\_\_ Contract Agency: \_\_\_\_\_

Name and Title of Authorized Representative: Joe Colletti, Executive Director

 10.6.05  
Signature Date

# Attachment "F"



**CERTIFICATION REGARDING LOBBYING**

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

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

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

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

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

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

Agreement Number: \_\_\_\_\_ Contract Agency: \_\_\_\_\_

Name and Title of Authorized Representative: Joe Colletti, Executive Dir

[Signature] \_\_\_\_\_ Date 10.6.05

ATTACHMENT

# Attachment "G"

# Emergency Shelter Grant Program

## Purpose and Definitions

**Applicability and purpose:** The program authorizes the Secretary to make grants to States, units of general local government, territories, and Indian tribes (and to private nonprofit organizations providing assistance to homeless individuals in the case of grants made with reallocated amount) for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain operating expenses and essential services in connection with emergency shelters for the homeless, and for homeless prevention activities. The program is designed to be the first step in a continuum of assistance to enable homeless individuals and families to move toward independent living as well as to prevent homelessness.

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

**Emergency Shelter:** Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

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

**Essential Services:** Includes services concerned with employment, health, drug abuse, and education and may include (but are not limited to): (a) Assistance in obtaining permanent housing. (b) Medical and psychological counseling and supervision. (c) Employment counseling. (d) Nutritional counseling. (e) Substance abuse treatment and counseling. (f) Assistance in obtaining other Federal, State, and local assistance including mental health benefits, employment counseling, medical assistance; Veteran's benefits; and income support assistance such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps; (g) Other services such as child care, transportation, job placement and job training; and (h) staff salaries necessary to provide the above services.