

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 May
17 31, 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
10 examination of these financial and other records by City or HUD reveals that Organization



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

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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
17 City, its officials, employees and agents shall be named as additional

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
11 its behalf. In addition, Organization shall, within thirty (30) days prior to expiration of this

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 religious worship or services, engage in no religious proselytizing, and exert

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

UNITED STATES VETERANS INITIATIVE,
INC., a nonprofit California corporation

9/26, 2006

By *Stephen Peck*
President Comm. Dev. Director
Stephen Peck
(Type or Print Name)

_____, 2006

By _____
Secretary

(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

_____, 2006

By *Mark Prines*
City Manager

"City"

This Contract is approved as to form on 10/3, 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: United States Veterans Initiative **CLB Contract:** _____
HUD Grant: CA16B506-002 **HUD Identifier:** CA7130

Program Objective: The United States Veterans Initiative will provide 48 beds of phase I (residential substance abuse, employment and supportive services) at the Villages of Cabrillo.

#	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 Housing Program 2005
Program Budget for United States Veterans Initiative Program Contract # CA16B506-002 (CA7130) City Contract #

SUPPORTIVE SERVICES	ALLOCATION	BUDGET JUSTIFICATION
1. Case Manager - 3.8 FTE	106,000	Case management, intake and assessment, development of client case plans with specific goals and objectives for establishing sobriety and self-sufficiency.
2. Fringe Benefits - 3.8 FTE	33,655	Payment for Fringe benefits.
3. Telephone	3,000	Payment for landline phones for direct services for project.
4. Meals	137,538	For purchase of food, preparation of food and delivery for clients.
5. Insurance	2,188	Payment for Commercial General Liability insurance.
6. Transportation	3,500	Payment for Bus tokens and bus passes.
7. Clothing	2,285	Payment for homeless veterans clothing.
8. Program Supplies	3,500	Payment for hygiene products, cleaning supplies, laundry supplies, etc.
TOTAL SUPPORTIVE SERVICES	291,666	Total Project Budget for Supportive Services
TOTAL SHP REQUEST (SUPPORTIVE SERVICES)	233,333	SHP Request for Supportive Services (80%)
APPLICANT CASH MATCH (SUPPORTIVE SERVICES)	58,333	Project Sponsors required cash match (20%)
Administration 1%	2,333	For administration of grant (1%=\$2,333, 4%=\$9,334)
TOTAL CITY OF LONG BEACH CONTRACT	235,666	Total SHP Request for Supportive Services and Administrations (1%)

ATTACHMENT **B**
PAGE **1** OF **1** PAGES

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

§ 583.1

PRA with rehabilitation projects, and a change in the type of persons with disabilities to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the CHAS (see § 582.120).

(b) *Approval.* Approval for such changes is contingent upon the application ranking remaining high enough to have been competitively selected for funding in the year the application was selected.

§ 582.410 Obligation and deobligation of funds.

(a) *Obligation of funds.* When HUD and the applicant execute a grant agreement, HUD will obligate funds to cover the amount of the approved grant. The recipient will be expected to carry out the activities as proposed in the application. After the initial obligation of funds, HUD is under no obligation to make any upward revisions to the grant amount for any approved assistance.

(b) *Deobligation.* (1) HUD may deobligate all or a portion of the approved grant amount if such amount is not expended in a timely manner, or the proposed housing for which funding was approved or the supportive services proposed in the application are not provided in accordance with the approved application, the requirements of this part, and other applicable HUD regulations. The grant agreement may set forth other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(2) HUD may readvertise, in a notice of fund availability, the availability of funds that have been deobligated, or may reconsider applications that were submitted in response to the most recently published notice of fund availability and select applications for funding with the deobligated funds. Such selections would be made in accordance with the selection process described in § 582.220 of this part. Any selections made using deobligated funds will be subject to applicable appropriation act requirements governing the use of deobligated funding authority.

(Approved by the Office of Management and Budget under control number 2506-0118)

PART 583—SUPPORTIVE HOUSING PROGRAM

Subpart A—General

- Sec.
583.1 Purpose and scope.
583.5 Definitions.

Subpart B—Assistance Provided

- 583.100 Types and uses of assistance.
583.105 Grants for acquisition and rehabilitation.
583.110 Grants for new construction.
583.115 Grants for leasing.
583.120 Grants for supportive service costs.
583.125 Grants for operating costs.
583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.
583.135 Administrative costs.
583.140 Technical assistance.
583.145 Matching requirements.
583.150 Limitations on use of assistance.
583.155 Consolidated plan.

Subpart C—Application and Grant Award Process

- 583.200 Application and grant award.
583.230 Environmental review.
583.235 Renewal grants.

Subpart D—Program Requirements

- 583.300 General operation.
583.305 Term of commitment; repayment of grants; prevention of undue benefits.
583.310 Displacement, relocation, and acquisition.
583.315 Resident rent.
583.320 Site control.
583.325 Nondiscrimination and equal opportunity requirements.
583.330 Applicability of other Federal requirements.

Subpart E—Administration

- 583.400 Grant agreement.
583.405 Program changes.
583.410 Obligation and deobligation of funds.

AUTHORITY: 42 U.S.C. 11389 and 3535(d).

SOURCE: 50 FR 13071, Mar. 15, 1993, unless otherwise noted.

Subpart A—General

- § 583.1 Purpose and scope.

(a) *General.* The Supportive Housing Program is authorized by title IV of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11381-11389). The Supportive

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

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

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(j).

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;

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 3689, 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

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.

§ 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.

[56 FR 13071, Mar. 15, 1993, as amended at 59 FR 36891, 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.

[56 FR 13071, Mar. 15, 1993]

§ 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;

§ 583.150

24 CFR Ch. V (4-1-03 Edition)

(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.

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 org

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.

[56 FR 13671, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1993]

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

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 Dem-

ject 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

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

provided 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.

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)

[58 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)).

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

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(b) *Repayment of grant and prevention* cerning whether the person qualifies as
of the benefit. In accordance with a "displaced person" or the amount of

(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

(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*

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 6225, 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,

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

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

(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

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 51176, 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.
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Subpart D—Youthbuild Implementation Grants

- 585.301 Purpose.
- 585.302 Award limits.
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- 585.304 Locational considerations.
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- 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.
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Subpart E—Administration

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ATTACHMENT C
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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 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.

Implementation begins immediately following individual

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.

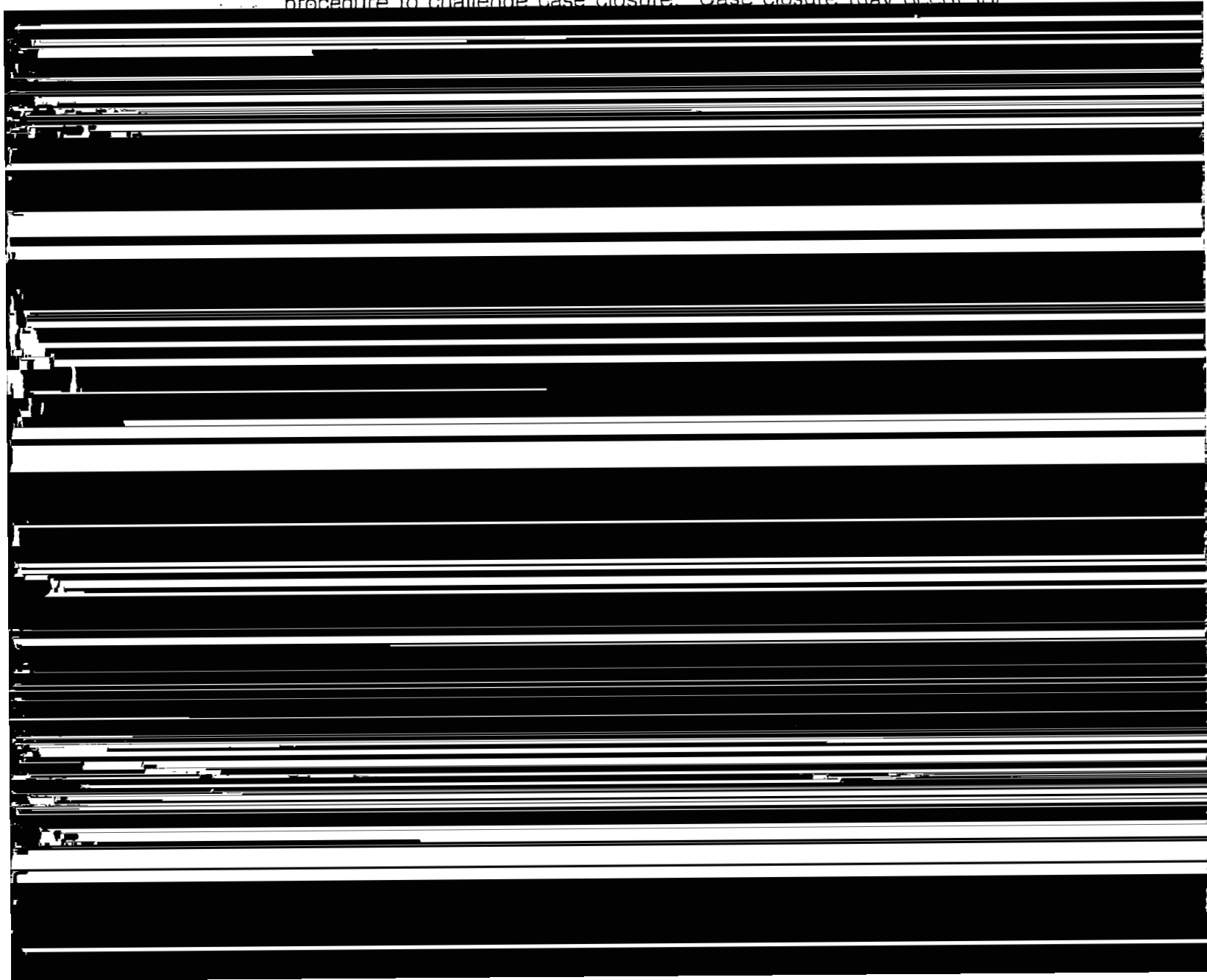
Progress notes describing:

- 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



- 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.

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:

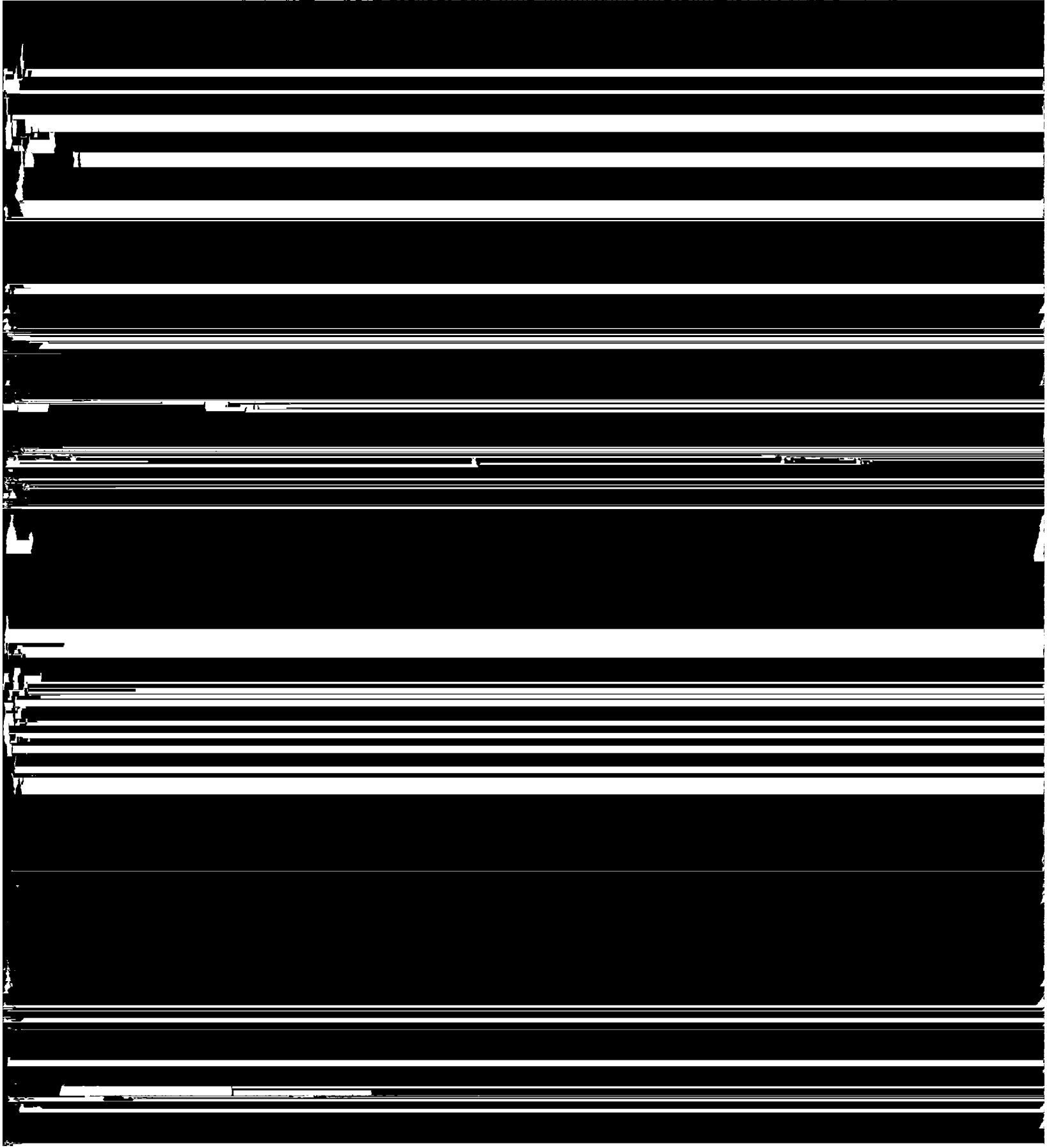
The Case Manager shall use his/her professional skills and competence to serve the client whose interest is of primary concern. It is the case manager's role to ensure that the client receives accurate and complete information about all available services based on the ongoing assessment of the client.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



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

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: Stephen Peck, Community Development Dir.

Steph Peck _____ 9-26-06
Signature Date

2 E 2

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: United States Veterans Initiative

Name and Title of Authorized Representative: Stephen Peck, Community Development Dir.

Signature

Stephen Peck

9/26/06

Date

