

**EMERGENCY SOLUTIONS GRANT PROGRAM – CORONAVIRUS RESPONSE PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AGREEMENT**

This EMERGENCY SOLUTIONS GRANT – CORONAVIRUS RESPONSE PROGRAM SUBAWARD (AGREEMENT), is made by and between **Pinellas County** (hereinafter **COUNTY**), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program**, (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1120 North Betty Lane, Clearwater, Florida 33755:

WHEREAS, the **COUNTY'S** long-term community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the **COUNTY'S** 2019-2020 Annual Action Plan (Action Plan) includes Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) under the Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, Subtitle B, as amended; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), as amended, and the McKinney-Vento Homeless Assistance Act, as amended, to provide homeless shelter, housing assistance, essential services and other assistance to eligible beneficiaries in order to prevent individuals and families from becoming homeless; and

WHEREAS, the 2019-2020 Action Plan certifies the **COUNTY'S** compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 19-48, approved the 2019-2020 Action Plan; and

WHEREAS, through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), a supplemental award of ESG Coronavirus Response funds (ESG-CV2) was made available for grants to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19); and

WHEREAS, HUD has allocated ESG-CV2 funds to Pinellas County to be used to fund activities that mitigate the impacts of COVID-19 on individuals and families who are homeless, receiving homeless assistance, or are at risk of becoming homeless; and

WHEREAS, the Board of County Commissioners approved a Substantial Amendment to the 2019-2020 Action Plan to include ESG-CV2 funds in order to carry out eligible activities; and

WHEREAS, HUD has approved the **COUNTY'S** Action Plan and use of funds for the activities identified in the Action Plan and Substantial Amendment to the Action Plan; and

WHEREAS, as a result of the submission and approval of the **COUNTY'S** Action Plan and Substantial Amendment to the Action Plan, **COUNTY** and HUD have entered into a Funding Approval/Agreements; and

WHEREAS, the **AGENCY** has requested funding to administer the Homelessness Prevention component of the **COUNTY'S** Community Housing Assistance Program (CHAP) to prevent, prepare for, and respond to COVID-19; and

WHEREAS, this is an eligible project and meets the criteria of program eligible costs under ESG regulations at 24 C.F.R. Part 576.103; and

WHEREAS, ESG-CV2 Homelessness Prevention was approved in the Substantial Amendment to the Action Plan and the **AGENCY'S** request for funding is eligible under the project; and

WHEREAS, the **COUNTY** will serve as a pass-through entity for **AGENCY** to receive ESG-CV and EG-CV2 funding for the project; and

WHEREAS, under ESG-CV2 and other applicable Federal laws, it is required that the **COUNTY** and the **AGENCY** enter into a written subrecipient AGREEMENT for the implementation of this activity; and

WHEREAS, Pinellas County Housing and Community Development Department (DEPARTMENT) administers ESG program, including ESG-CV2 funding on behalf of the **COUNTY**; and

WHEREAS, it is beneficial to the **COUNTY** to contract with qualified agencies to assist in carrying out local programs and the DEPARTMENT has determined that the **AGENCY** is qualified to administer the CHAP Program.

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, **COUNTY** and **AGENCY** agree as follows:

1. PROJECT DESCRIPTION

- a) **AGENCY** shall administer the Homelessness Prevention component of the **COUNTY'S** CHAP Program in a manner consistent with the Written Standards for Provisions of ESG Assistance outlined in **Exhibit I** of this AGREEMENT, including but not limited to conducting the activities further outlined in Section 1 herein (hereinafter referred to as "PROJECT").
- b) **AGENCY** shall conduct initial evaluations to determine individual or family's eligibility for assistance and the amount and types of assistance needed to regain stability in permanent housing. **AGENCY** shall screen applicants to ensure compliance with the definition of at-risk of homelessness in **Exhibit II**, CHAP Certification of Eligibility for Assistance, of this AGREEMENT. **COUNTY** will make final determination of eligibility.
- c) **AGENCY** must possess and maintain the ability to access CHAP client-data in the Pinellas Homeless Management Information System (PHMIS). **AGENCY** is required to collect accurate data using the most updated version of **Exhibit III**, CHAP PHMIS Intake Form and enter initial data elements in PHMIS for prospective eligible PROJECT participants; **COUNTY** will complete data entry on program participants served.
- d) **AGENCY** shall provide case management services to program participants in order to maximize their ability to maintain housing stability following the assistance provided under the program. The **AGENCY** shall:

- i. Use the CHAP Housing Stabilization Plan in **Exhibit IV**, to develop a plan with each program participant on how they will retain permanent housing after the Homelessness Prevention component of the ESG assistance ends as described in 24 CFR 576.401(e)(1)(ii).
 - ii. Require program participants to meet with a case manager not less than once per month while they are receiving ESG-assistance to implement the plan and monitor progress towards housing stability as outlined in 576.401(e)(1)(i).
 - iii. Assist program participants in obtaining appropriate supportive services, as well as connecting them to other federal, state, local and private benefits and services for which they may be eligible. This includes, but is not limited to, Medicare, SNAP, WIC, unemployment insurance, SSI/SSDI, services for veterans, and TANF per 576.401(d).
 - iv. Conduct follow-up housing stability case management, contacting program participants both six months and 12 months after final month of financial assistance is provided, to identify program participant progress and current housing status.
 - v. **AGENCY** shall provide **COUNTY** with recommended written policies and procedures for coordination among different ESG providers of ESG-eligible homeless prevention services consistent with 24 C.F.R. 576.400(e)(3)(v).
- e) **AGENCY** shall provide to **COUNTY**, documented verification of CHAP applicant income and assets to ensure participant annual income is below 50% of Median Family Income for the Area (MFI), as determined by HUD, for households at risk of homelessness as a documented result of COVID-10 as determined by **COUNTY**.
 - f) **AGENCY** shall assemble and submit to the **COUNTY** files inclusive of all the applicable documentation and in the order of the CHAP File Checklist in **Exhibit V** of this AGREEMENT.
 - g) **AGENCY** shall ensure that units inhabited under this program comply with the U.S. Department of Housing and Urban Development (HUD) rent reasonableness standards, excluding Fair Market Rents, using the CHAP Rent Reasonableness Checklist and Certification in **Exhibit VI**.
 - h) **AGENCY** shall perform visual inspection outlined in the CHAP Housing Habitability Standards Inspection Checklist in **Exhibit VII** of the AGREEMENT to ensure the habitability standards of the housing units are met, as required for occupancy.
 - i) **AGENCY** shall perform visual inspections of painted surfaces to ensure the absence of peeling, chipping and chalking paint as outlined in the CHAP Lead Screening Worksheet in **Exhibit VIII** of the AGREEMENT.
 - j) **AGENCY** shall provide participants with *Protect Your Family From Lead in Your Home* pamphlet and certify participant's receipt of pamphlet using the Certification of Lead-Based Paint Pamphlet in **Exhibit IX**.
 - k) **AGENCY** agrees to provide the services described as the PROJECT for the benefit of approximately twenty-five (25) at-risk homeless individuals and families during the term of this AGREEMENT.
 - l) **AGENCY** agrees to provide **COUNTY** with records for individuals and families determined ineligible to receive assistance and must include documentation of the reason for the ineligible determination.
 - m) **AGENCY** agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in

advance by **COUNTY**, if expense is estimated to be \$500 or more. **AGENCY** agrees that it is **AGENCY'S** responsibility to notify **COUNTY** and provide two bids with notice of said items. Any said purchases made without prior **COUNTY** approval shall not be eligible for reimbursement.

n) The scope of the PROJECT shall not be altered without written approval of the **COUNTY** through DEPARTMENT.

2. MONITORING

COUNTY shall have the right to monitor the **AGENCY** to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.

Depending on the **COUNTY'S** assessment of risk of performance by **AGENCY**, additional requirements may be imposed on the **AGENCY**, including training, technical assistance, desktop and on-site reviews.

Substandard performance as determined by the **COUNTY** will constitute noncompliance with this AGREEMENT.

3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **February 28, 2023**, or until **COUNTY'S** full and complete disbursement of the ESG-CV2 funding, whichever comes first. **AGENCY** may use the funds provided herein to cover eligible PROJECT expenses incurred by the **AGENCY** between **June 1, 2022** and **February 28, 2023**.

4. FUNDING

- a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$225,000.00 (Two Hundred Twenty-Five Thousand and NO/100 Dollars)** in ESG-CV2 funding for eligible expenses related to the PROJECT described in Section 1., Project Description of this AGREEMENT.
- b) **COUNTY**, through DEPARTMENT, will make funds available to **AGENCY** for reimbursement of actual eligible costs incurred by **AGENCY** and payment of associated fees for assisting eligible Homelessness Prevention program participants.
- c) **COUNTY** and **AGENCY** agree that funds are available to **AGENCY** and passed through to selected eligible program participants on a first-eligible/first-served basis. **AGENCY** agrees that once **COUNTY** has established a coordinated entry process for homelessness prevention programs, **AGENCY** will follow the established process for determining the order in which eligible participants will be provided assistance in order to be eligible for funding hereunder.
- d) **COUNTY** will reimburse **AGENCY** for actual eligible costs incurred by **AGENCY** for providing rental assistance, move-in costs, security deposits and utility deposits to eligible Homelessness Prevention program participants based upon the availability of funds.

- i) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **AGENCY** in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- j) Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **COUNTY** may disapprove the request.
- k) It is understood that this AGREEMENT is funded in whole or in part with ESG-CV2 funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.
- l) **AGENCY** agrees that in the event that any grant is reduced or withheld by HUD, **COUNTY** shall not be liable for payment of PROJECT expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the **AGENCY**, prior to notification by HUD to **COUNTY** of grant reduction or grant funding withheld.
- m) In the event that HUD determines that **AGENCY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, **AGENCY** shall provide said reimbursement from non-federal sources within ten (10) days of said notice from **COUNTY**.
- n) **AGENCY** shall insure recognition of the role of the **COUNTY** in providing funding through this AGREEMENT. Where possible, all media, press releases, and publications utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- o) **AGENCY** shall comply with all other requirements in **Attachment A**, Financial and Administrative Requirements, and **Attachment B**, Employment and Personnel Requirements, adopted and incorporated herein.

5. SPECIFIC GRANT INFORMATION: 2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a)(1), follows:

(a)	Subgrantee's Name	Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program
(b)	Subgrantee's DUNS Number	623937356
(c)	Federal Award Identification Number (FAIN)	E-20-UW-12-0005
(d)	Federal Award Date	September 16, 2020
(e)	Subaward Period of Performance Start and End Date	June 1, 2022-February 28, 2023
(f)	Amount of Federal Funds Obligated by this Action ("by the pass-through entity to the subgrantee")	\$225,000.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee ("by the pass-through entity including the current obligation") including other SPA's	\$8,830.00
(h)	Total Amount of the Federal Award ("committed to the subgrantee by the pass-through entity.")	\$233,830.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funding for reimbursement of actual costs and payment of associated fees for assisting eligible Homelessness Prevention program participants, including provision of case management to prevent, prepare, respond to COVID-19.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager, 440 Court Street 2 nd Floor Clearwater, FL 33756 Phone: 727-464-8232
(m)	CFDA Number and Name	14.231 Emergency Solutions Grant Program
(n)	Amount Made Available Under Each Federal Award	\$3,997,774.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged)	N/A

6. USE AND REVERSION OF ASSETS

Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this PROJECT, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) days of receipt of such funds. Upon completion of the PROJECT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.

7. DEFAULT

The **AGENCY** will be in default of this AGREEMENT, if **AGENCY** materially fails to perform under this AGREEMENT, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **AGENCY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; or
- d) Submission by the **AGENCY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

In the event of a default by **AGENCY**, **COUNTY** may impose additional conditions, including requiring additional information from **AGENCY** to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the **AGENCY** to obtain technical or management assistance. **COUNTY** may also give **AGENCY** a reasonable opportunity to cure the default; reasonableness shall be determined by **COUNTY** and shall be based upon the nature and extent of the default.

8. REMEDIES

In the event of a default, **COUNTY** shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by **AGENCY** of its obligations under this AGREEMENT;
- b) In accordance with 2 C.F.R. Part 200.338, if **COUNTY** determines in its sole discretion that non-compliance or non-performance of the terms of the AGREEMENT cannot be remedied by the imposition of additional conditions, or if **COUNTY** determines that an opportunity to cure the default is unwarranted or will likely be ineffective, **COUNTY** may take one or more of the following actions upon seven (7) calendar days' notice in writing to **AGENCY**:
 - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;
 - ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
 - iii. Initiate suspension or debarment proceedings;
 - iv. Withhold further Federal awards for the project or program;
 - v. Wholly or partly suspend or terminate the AGREEMENT; or
 - vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.341, **AGENCY** will be entitled to hearings, appeals or other administrative proceedings to which **AGENCY** is entitled under any statute or regulation applicable to the action involved.

9. TERMINATION

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 8 herein (Remedies).

Termination for convenience. This AGREEMENT may be terminated by **COUNTY** or **AGENCY**, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by **AGENCY**, the **COUNTY** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **COUNTY** may terminate the award in its entirety. When applicable, the **COUNTY** will follow requirements per 2 C.F.R. Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

Effects of Termination. Costs to the **AGENCY** resulting from obligations incurred by the **AGENCY**, or during a suspension after termination of the AGREEMENT are not allowable unless the **COUNTY** otherwise expressly authorizes **AGENCY** in the notice of suspension or termination. Costs to the **AGENCY** during suspension or after termination are allowable if resulting from obligations, which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

10. HOLD HARMLESS

AGENCY shall indemnify, save and hold **COUNTY** and all of its departments, officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this AGREEMENT for activities performed under the administration and direction of said **AGENCY**. **AGENCY** will defend any actions or suits brought against **COUNTY** by reason of **AGENCY'S** failure or neglect in complying with any of the conditions and obligations of this AGREEMENT, or any tort liability arising out of actions of **AGENCY** or any of its agents or subcontractors. Nothing herein shall be construed as a waiver of the **COUNTY'S** sovereign immunity or further limitation thereof beyond §768.28, Florida Statutes, nor consent to be sued by third parties in any manner arising out of this AGREEMENT.

11. INSURANCE

- a) **AGENCY** shall procure, pay for and maintain insurance coverage per **Attachment C**, Insurance Requirements.
- b) **AGENCY** shall furnish **COUNTY**, or its designee, with properly executed Certificate of Insurance, which shall clearly evidence all insurance required in this section prior to commencement of PROJECT. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the **COUNTY**.

12. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) PROJECT shall be conducted and administered under the direction of **AGENCY** representative. Unless otherwise specified herein or necessary, **AGENCY** representative shall coordinate PROJECT implementation with **COUNTY** representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for **AGENCY** and **COUNTY**, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Rebecca Wayne, Project Manager
Pinellas County Housing & Community Development
310 Court Street
Clearwater, Florida 33756
Telephone: 727-464-8251
Fax: 727-464-8254
Email: rlwayne@pinellascounty.org

AGENCY REPRESENTATIVE:

Ashley Lowery, President and CEO
Homeless Emergency Project, Inc.
1120 North Betty Lane
Clearwater, Florida 33755-3303
Telephone: 727-442-9041
Fax: 727-446-1516
Email: ashley@hepempowers.org

13. MODIFICATIONS

- a) **COUNTY** and **AGENCY** may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of **COUNTY** and **AGENCY**, and approved by the **COUNTY'S** governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the **COUNTY** or **AGENCY** from its obligations under this AGREEMENT.
- b) Modifications to this AGREEMENT for minor project description updates that do not change the purpose of the project and for budget line item changes that do not increase the maximum funding amount shall be submitted in the format prescribed and provided by the **COUNTY** in **Attachment D**, Modification Form. Modifications may be executed on behalf of the **COUNTY** by its Director of the DEPARTMENT.

14. ASSIGNABILITY

AGENCY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of **COUNTY**. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be **AGENCY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

AGENCY shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the **COUNTY**.

15. GOVERNING LAW

AGENCY agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42.U.S.C. 11371-11378);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 576 (HUD regulations concerning ESG);
- d) 24 CFR part 5, subpart A, including nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.
- e) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- f) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, **AGENCY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing **AGENCY'S** organization and governing the Award provided under this AGREEMENT. **AGENCY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the Grant and are hereby imposed upon **AGENCY**. Moreover, those rights reserved by HUD in the Grant are hereby reserved by the **COUNTY** to the extent permitted by law. The laws of the State of Florida shall otherwise govern this AGREEMENT.

16. RELATIONSHIP OF THE PARTIES

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee, joint venture, partnership, agency, or any other such relationship between the parties. **AGENCY** will at all times remain an independent entity with respect to performance of the PROJECT. **COUNTY** will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **AGENCY** is an independent entity.

17. PERFORMANCE WAIVER

COUNTY'S failure to act with respect to a breach by **AGENCY** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **COUNTY** to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

18. SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

19. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **AGENCY** for the use of funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **AGENCY** with respect to this AGREEMENT.

COUNTY and **AGENCY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

(SIGNATURE PAGE FOLLOWS)

Note: Two witnesses are required

ATTEST:

PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its
County Administrator

Witness #1 Signature

By: _____
Barry A. Burton, County Administrator

Print or Type Name

Date: _____

Witness #2 Signature

Print or Type Name

ATTEST:

**AGENCY: Homeless Emergency Project, Inc. d/b/a
Homeless Empowerment Program**

Witness #1 Signature

By: _____

Print or Type Name

Name/Title

Witness #2 Signature

Date: _____

Print or Type Name

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) **Accounting Standards.** AGENCY agrees to comply with Subpart E of 2 C.F.R. Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) **Cost Principles.** AGENCY will administer its program in conformance with Subpart E of 2 C.F.R. Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) **Duplication of Costs.** AGENCY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) **General.** AGENCY will provide the following written policies or procedures in accordance with 2 C.F.R. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 C.F.R. 5.106:
 - i. Conflict of Interest Policy, in accordance with 2 C.F.R. 200.112 (Conflict of Interest), 2 C.F.R. 200.318(c) (General Procurement Standards)
 - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 C.F.R. 200.302(b) (7) (Financial Management) and 2 C.F.R. 200.403 (Factors Affecting Allowability of Costs)
 - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 C.F.R. 200.305 (Payment)
 - iv. Procurement/Purchasing Policy, in accordance with 2 C.F.R. 200.318(a) (General Procurement Standards), 2 C.F.R. 200.319(c) (d) (Competition), and 2 C.F.R. 200.320 (Methods of Procurement), 2 C.F.R. 200.323(a) (Contract Cost and Price), 2 C.F.R. 200.325 (Bonding Requirements)
 - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 C.F.R. 200.430 (Compensation-Personal Services), 2 C.F.R. 200.431 (Compensation-Fringe Benefits), 2 C.F.R. 200.474 (Travel Costs)
 - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 C.F.R. 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If AGENCY is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

A3. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** AGENCY will maintain all records required by the Federal regulations specified in 24 C.F.R. Part 576.500, 2 C.F.R. 200.302 (Financial Management) and 2 C.F.R. 200.333 (Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records required to determine the eligibility of activities;
 - iii. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. AGENCY

- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
- v. Records documenting compliance with the civil rights components of the ESG program;
- vi. Financial records as required by 24 C.F.R. Part 576.500(u), and 2 C.F.R. Part 200.333;
- vii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to ESG-funded construction projects; and
- viii. Other records necessary to document compliance with 24 C.F.R. Part 576.

b) **Access to Records and Retention.** **AGENCY** shall at any time during normal business hours, and as often as **COUNTY** and/or the Federal Government may deem necessary, make available for examination all of **AGENCY'S** records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit **COUNTY** and/or its designated authorized representative to audit and examine the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.

c) **Audits and Inspection.** If **AGENCY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.231. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 C.F.R. Part 200.501, the **AGENCY** is exempt from Federal audit requirements for that fiscal year, however, the **AGENCY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **AGENCY'S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **AGENCY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **AGENCY** of such non-compliance.

The **AGENCY** is responsible for follow-up and corrective action on all audit findings pursuant to 2 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. Part 200.512 (Report Submission). Failure of **AGENCY** to comply

with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

A4. REPORTING

- a) **General.** **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 C.F.R. Part 25 and 2 C.F.R. Part 170. **AGENCY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) **Program Income.** Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this PROJECT, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) **Periodic Reports.** Monthly, **AGENCY** shall submit a monthly status report to DEPARTMENT, in the form provided as **Exhibit X**, CHAP Monthly Program Status Report. Monthly reports are due on the thirtieth (30th) day of each month.

ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS**B1. ANTIDISCRIMINATION REQUIREMENTS**

- a) **APPLICABLE LAWS.** **AGENCY** shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, **AGENCY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT. **AGENCY** shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, **AGENCY** shall, within the eligible population, comply with the following nondiscrimination requirements:
- i. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. 5.105(a) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - ii. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
 - iii. **Affirmative Outreach.** 24 C.F.R. 576.407 which requires **AGENCY** to make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis and/or establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. **AGENCY** must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, **AGENCY** must take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
 - iv. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- v. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with **COUNTY'S** Ordinance No. 26.5 Part 2, **AGENCY** must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
 - vi. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
 - vii. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
 - viii. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- b) **POSTING REQUIREMENT.** **AGENCY** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

B2. GENDER IDENTITY

AGENCY, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 C.F.R. 5.105(a) (2) and 24 C.F.R. 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

B3. CONFLICT OF INTEREST

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **COUNTY**, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, the **AGENCY**, or any designated public agency.

AGENCY agrees to abide by the provisions of 2 C.F.R. Part 200.317 and 200.318 and 24 C.F.R. Part 576.404, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B4. DEBARMENT AND SUSPENSION

- a) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.** **AGENCY** acknowledges that this Grant is subject to 31 C.F.R. Part 19 (Government Debarment and Suspension (Nonprocurement)). **AGENCY** acknowledges it is not included in the Federal Government’s Excluded parties List, accessible on www.sam.gov. If **AGENCY** ever is placed on such list, or becomes aware that it will be placed on such list, **AGENCY** shall notify **COUNTY** immediately.
- i. **AGENCY** certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where **AGENCY** is unable to certify to any of the statements in this contract, **AGENCY** will attach an explanation to this contract.
 - iii. **AGENCY** further agrees by signing this AGREEMENT that it will 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.
- b) **Changes.** **AGENCY** shall report all changes to systems utilized to carry out the PROJECT, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

B5. RELIGIOUS ACTIVITIES

AGENCY, if a faith-based organization, shall comply with the terms and conditions set forth in 24 C.F.R. Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 C.F.R. Part 576.406 and 24 C.F.R. Part 576.500 regarding faith-based organizations.

B6. LOBBYING

AGENCY acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. **AGENCY** certifies by signing this contract, to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c) It will require that the language of paragraph (d) of this Section 6B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) **Lobbying Certification.** 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.C. 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.

ATTACHMENT C - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

Attachment D



PINELLAS COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT COMMUNITY DEVELOPMENT DIVISION 440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756

AGREEMENT MODIFICATION REQUEST For budget allocation, or contract language changes.

Table with 4 columns: Authorized Official, Agency Name, Address, Budget Change (Yes/No), Date of Request, Effective Date, Modification Number, Contract Name/ Number.

A. REQUESTED MODIFICATION (reference appropriate agreement section) why is this change needed and what will be impacted by this change?

Why change is needed, what will be impacted Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER AGENCY:

PINELLAS COUNTY GOVERNMENT:

Authorized By: _____

Verified By: _____

Name/Title _____

Carol Stricklin, Director Name/Title _____

Date: _____

Date: _____

BCC Approval Required: Yes [] No []

BCC Approval Date: _____

Effective Date: _____

EXHIBIT I

**Written Standards for Provision of
Emergency Solutions Grant (ESG)**



Pinellas County Housing and Community Development Department
440 Court Street, 2nd Floor
Clearwater, Florida 33756
727-464-8210

In accordance with the requirements of 24 CFR 91.220(l)(4)(i) and 576.400(e)(1) and (e)(3), Pinellas County has developed the following written standards for the provision of Emergency Solutions Grant (ESG) funding.

Pinellas County is awarded ESG funds annually from the U.S. Department of Housing and Urban Development as a part of the Annual Action Plan Process. ESG funds are designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Pinellas County will focus on six of the eligible components under the ESG Program: Street Outreach, Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, Data Collection (Homeless Management Information System (HMIS)) and Administration. Pinellas County will identify which eligible components will be funded each year, based on need, in the Annual Action Plan.

ESG funds will be used to address the needs of the individuals and families and decrease the number of homeless and at-risk households who need emergency assistance. The goals are to: 1) improve the number and quality of emergency shelters for homeless individuals and families, help operate emergency shelters, and provide essential services to residents of emergency shelters; 2) prevent individuals and families from becoming homeless by assisting households at-risk of homelessness remain in their housing; 3) rapidly re-house homeless individuals and families living in emergency shelters or uninhabitable places move into stable housing; and 4) provide case management to increase the likelihood of housing stability.

There will be coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, and other homeless assistance providers to maximize the use of the ESG funding and ensure that there is a coordinated and centralized effort to reach individuals and families in need.

For rapid re-housing, homelessness prevention, and HMIS components of the ESG Program, staff will outreach to various non-profit agencies to provide an awareness of the available funding and opportunity to apply to administer each component. . Applications received will be reviewed and scored by County staff based on 1) capacity and related experience to perform the technical functions of each component, including methods of complying the Federal requirements pertaining to income requirements, property inspections, and rent reasonableness; 2) ability to provide comprehensive case management services and thoroughly analyze the situation of the applicant and their compatibility with the structure of the program; 3) past experience and current capacity of lead agency (if applicable) and/or collaborating agencies to coordinate service delivery, collect and use client data, and knowledge and compliance with Federal regulations; and 4) comprehensiveness of the ancillary support services and referral resources that include broad participation of service providers. Selected agencies (ESG Provider) will contract with the County for funding. ESG Providers will provide housing relocation and stabilization services, including financial assistance, housing search and placement activities and housing stability case management, and determine participant eligibility for the program. ESG Providers will determine the type and amount of assistance being provided as determined by participant needs assessment. All documentation will be submitted to the County for final approval and reimbursement of funds. Additionally, in order to ensure timely expenditure of funds, County may choose at any time to administer the rapid re-housing, homelessness prevention and HMIS components of the ESG Program using County staff.

For the street outreach and emergency shelter components of the ESG Program, staff will seek applications from homeless service providers through an annual competitive application cycle. Applications received from eligible homeless service providers will be reviewed and ESG-eligible street outreach, essential service, shelter operation

or shelter renovation activities will be selected for funding based on the County's identified needs and Continuum of Care's homeless delivery system. Selected agencies will contract with the County for funding. Funding for activities under the emergency shelter component will not exceed sixty percent (60%) of the total annual ESG funding allocation.

The following eligibility requirements have been established for the Street Outreach component of the program:

- Program participants must meet the criteria under paragraph (1)(i) of the "homeless" definition in 576.2, also identified as "unsheltered homeless people." A homeless certification form will be required. Acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

The following eligibility requirements have been established for the Emergency Shelter component of the program:

- Emergency Shelter is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. This definition excludes transitional housing.
- For the purpose of shelter renovations, emergency shelters must be owned by a government entity or private nonprofit organization.
- For emergency shelter activities located in the cities of Clearwater, Largo, and St. Petersburg, facility must benefit residents of the Urban County.

The following eligibility requirements have been established for the Homelessness Prevention and/or Rapid Re-housing components of the program as documented at intake:

- Program participants must meet the criteria under paragraph (1) of the "at risk of homelessness" definition in 576.2 for homeless prevention assistance or meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 576.2 for rapid re-housing assistance. A homeless certification form will be required.
- Household income must be less than thirty percent (30%) of median family income (MFI). In accordance with (24 CFR 576.401(c)), when determining annual income of participant, the standard for calculating annual income under 24 CFR 5.609 must be used.
- Program participants must lack sufficient resources and support networks necessary to retain housing without ESG assistance (but for this assistance they would be homeless).

Street Outreach Component

ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Eligible costs and requirements for essential services consist of:

- **Engagement** - Cost of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

- Case Management - Cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system (VI- SPDAT); conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

Emergency Shelter Component

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

All ESG funded Emergency Shelter activities must participate in the Pinellas Homeless Management Information System (PHMIS).

A maximum of sixty percent (60%) of annual ESG allocations may be used to fund eligible Emergency Shelter Component projects.

The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses ESG funding. Families with children under 18 may not be required to be separated in order to access emergency shelter.

Essential Services

ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter. Essential services include the following:

- Case Management - Assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
- Child Care - Child care for program participants children under the age of 13, or disabled children under the age of 18, at a licensed childcare center.
- Educational Services - Improving knowledge and basic educational skills through instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Education Development (GED), necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible.
- Employment Assistance and Job Training - Job training providers and services assisting participants to secure employment.
- Outpatient Health Services - Direct outpatient treatment of medical conditions provided by licensed medical professionals, to the extent that other appropriate health services are unavailable within the community.
- Legal Services - Representation by attorneys licensed and in good standing with the bar association, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing, to the extent that other appropriate legal services are unavailable within the community.
- Life Skills Training - Critical life management skills that assist the program participant to function independently in the community.

- Mental Health Services - Direct outpatient treatment of mental health conditions by licensed professionals, to the extent that other appropriate mental health services are unavailable within the community.
- Substance Abuse Treatment Services - Treatment services provided by licensed or certified professions designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors, to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.
- Transportation - Costs of program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities
- Services for Special Populations - Eligible essential services to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, who are in emergency shelters.

Renovations

ESG funds may be used for costs associated with the renovation or conversion of a building that serves as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization.

Eligible emergency shelter renovation costs include the following:

- Labor
- Materials
- Tools
- Other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter).

Facility must be maintained as an emergency shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building.

- Value of the Building - Reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser.
- Beginning Date of Minimum Use Period - Date the building is first occupied by a homeless individual or family after the completed renovation.
- Use Restriction - Recorded Land Use Restriction required for all activities with a 10-Year minimum period of use.
- Minimum Period of Use:
 - Major Rehabilitation
 - 3-Year Minimum Use - Rehabilitation costs are less than seventy-five percent (75%) of the value of the building before rehabilitation.
 - 10-Year Minimum Use - Rehabilitation costs exceed seventy-five percent (75%) of the value of the building before rehabilitation.
 - Conversion
 - 3-Year Minimum Use - Rehabilitation costs are less than seventy-five percent (75%) of the value of the building before rehabilitation.
 - 10-Year Minimum Use - Conversion costs exceed seventy-five percent (75%) of the value of the building after conversion.
 - Renovation other than Major Rehabilitation or Conversion
 - 3-Year Minimum Use - All other cases of renovations.

Shelter Operations

Eligible costs necessary for the operation of an emergency shelter include the following:

- Maintenance costs including minor or routine repairs
- Rent
- Security
- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies

Minimum standards for emergency shelters:

Any building for which ESG funds were used for conversion, major rehabilitation, or other renovation or that receives ESG assistance for shelter operations shall meet state/local government safety and sanitation standards, as well as the following:

- Structure and Materials - Building must be structurally sound, protect participants from the elements and not pose any threats to their health or safety.
- Products and Appliances - Any ESG-funded renovation, including major rehabilitation and conversion, must use Energy Star and WaterSense products/appliances.
- Access - Shelter must comply with the applicable Rehabilitation, Fair Housing and Americans with Disabilities Acts and implementing regulations.
- Space and Security - Unless it is a day shelter, it must provide appropriate places to sleep, adequate space, and security for residents and their belongings.
- Interior Air Quality - Each shelter room/space must have proper ventilation and be pollutant free.
- Water Supply - Must be free of contamination.
- Sanitary Facilities - Each participant must have access to sufficient, sanitary facilities that are in proper operating condition, private and adequate for personal cleanliness and disposal of human waste.
- Thermal Environment - Shelter must have the necessary, properly operating heating/cooling facilities.
- Illumination and Electricity - Shelter must have adequate and appropriate lighting and safe electrical sources.
- Food Preparation - Any food preparation areas must be able to store, prepare, and serve safe and sanitary food.
- Sanitary Conditions - Shelter must be in sanitary condition.
- Fire Safety -
 - There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas.
 - Fire alarm system must be designed for hearing-impaired residents.
 - All public areas must have at least one working detector.
 - There must be a second means of exiting the building in the event of an emergency.

Homelessness Prevention and Rapid Re-Housing Program Components**Type/Amount/Duration of Assistance:**

ESG financial assistance provided under either the Homelessness Prevention or Rapid Re-housing Programs shall be based on the participant's need for assistance necessary to prevent homelessness and stabilize permanent housing or rapidly re-house and stabilize permanent housing. Financial assistance amount will be determined by ESG provider and approved by County. Assistance amount will not exceed maximum program guidelines.

Documentation of financial need shall be retained in participant's file for each month of financial assistance provided. Participants shall not be approved for more financial assistance than can be justified given participant's income and expenses. Approval of additional financial assistance, in excess of initial need determination, shall be granted on a monthly basis. ESG provider must re-assess the continuing need for assistance before approval. In no event will assistance exceed specific limits identified below for homelessness prevention or rapid re- housing.

Use with Other Subsidies – Financial assistance shall not be provided to a participant who is receiving the same type of financial assistance through other public sources or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by URA payments. Rental assistance will end if and when other subsidy begins, such as Section 8 Housing Choice Voucher, public housing, or project-based rental subsidy.

Rent Assistance:

- Rent payments for a subsidized unit may not exceed the Fair Market Rent for the area, established by HUD.
- Rent for a subsidized unit must meet the required rent reasonableness test (24 CFR 24 CFR 982.507). Factors include location, quality, size, type and age of the assisted unit; and any amenities, housing services, maintenance, and utilities to be provided by landlord in accordance with lease.
- Rent payments shall only be made on units where a Rental Assistance Agreement in place between ESG provider and owner which sets forth the terms under which rental assistance will be provided.
- Late payment penalties incurred by ESG provider for late payment of rents shall be paid by ESG provider from non-ESG funds.
- Rent payment shall only be made when there is a legally binding, written lease for the unit between the participant and the owner; except for payment of rental arrears.
- Rent payment shall only be made for units that have passed an inspection for HUD Housing Quality Standards and Lead-Based Paint.

The Pinellas Homeless Management Information System (PHMIS), the County's community-wide HMIS, will be utilized for all ESG funded activities, to comply with the HUD's data collection, management, and reporting standards and used to collect client level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness and to ensure that there are no duplicated services being provided.

Participant Contribution:

Minimum standards for determining what percentage or amount of rent and utilities costs each program participant shall pay while receiving homelessness prevention assistance:

- Participant's income shall be verified prior to approval for initial and additional financial assistance. Documentation of the participant's income and expenses, including how the participant is contributing to

housing costs, if at all, shall be maintained in participant’s file. The file shall also contain a plan to sustain housing following the assistance, including either a plan to increase income or decrease expenses or both.

- Participants are not required to contribute rent. ESG assistance may pay up to 100 percent of the reasonable rent and security and utility deposits for program participants.
- Participants are required to pay 100 percent of monthly utility costs.

Re-Evaluations:

- Timing:
 - Homelessness Prevention – participants shall be re-evaluated not less than once every three months
 - Rapid Re-housing – participants shall be re-evaluated not less than once annually.
- Eligibility:
 - Participant shall have an annual income that is 30 percent, or less, of median family income for the area, as determined by HUD; and
 - Participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

Consistency:

All intake processes including assessment, screening, and referrals must have been centralized or coordinated to ensure consistency and accuracy. ESG provider will document and file all written coordinated assessments to comply with HUD requirements for area-wide systems coordination (Section 576.400 - e).

Homelessness Prevention Program

ESG providers may assist a program participant with short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. Should a Prevention Program participant be required to relocate due to substandard housing, the participant is eligible for types of assistance as provided under the Rapid Re-Housing Program.

Eligible Program Participants:

Individuals and families who qualify as at risk of homelessness, based on the “at risk of homelessness” definition or who qualify as homeless based on paragraphs (2), (3), or (4) of the “homeless” definition found at 24 CFR AND who have an annual household income at or below thirty percent (30%) MFI, as determined by HUD.

Intake:

ESG Homelessness Prevention providers must utilize the Homelessness Prevention Coordinated Entry Assessment to prioritize assistance. Pinellas County uses a multi-access approach for Homelessness Prevention Coordinated Entry, which includes a centralized phone hotline and geography specific points of access (like shelters).

Each access point employs the same initial pre-screening and referral process. For participants who are determined preliminary eligible for ESG assistance, ESG providers will prioritize participants using the Homelessness Prevention Coordinated Entry Assessment. ESG providers provide prevention program applications to participants who receive an assessment score of 10 or higher at the time of intake. Participants receiving a score of 9 or below are placed on

a waiting list. County staff maintains waiting list and provides referrals and program admission to ESG providers based on availability of provider space and available resources.

For participants referred to ESG Provider, ESG provider will conduct an intake assessment using an intake evaluation form to make a determination of eligibility. Intake assessment must include all documentation of the evidence relied upon to establish and verify eligibility including verification of income below 30% MFI, lack of sufficient resources and support networks (i.e., public assistance, social security, unemployment, etc.) and verification of at-risk of homelessness status. The order of priority for obtaining evidence of homelessness status is 1) third-party documentation, 2) intake worker observations, and 3) self-certification.

Types of Assistance:

- Short-Term Rental Assistance - Rent deposits and payments for an eligible housing unit located within Pinellas County, excluding housing units located in the corporate city limits of the City of St. Petersburg.
- Medium-Term Rental Assistance - Rent deposits and payments for an eligible housing unit located within Pinellas County, excluding housing units located in the corporate city limits of the City of St. Petersburg.
- Rental Arrears - Payment of past due rent payments necessary to allow participant to remain in eligible housing.
- Case Management - Assessment, arrangement, coordination and monitoring of participants individualized services to facilitate housing stability while residing in permanent housing or assist in overcoming immediate barriers to obtaining housing.

Duration of Assistance:

ESG providers may assist a program participant with up to 12 months of rental assistance, for any individual type or any combination of types of assistance, during any 3-year period.

- Short-Term Rental Assistance - Rent payments of up to 3 months of rent.
- Medium-Term Rental Assistance - Rent payments of more than 3 months of rent, but no more than 12 months of rent (including payment of any rental arrears).
 - Program participant’s eligibility and the types and amounts of assistance needed must be re- evaluated not less than once every 3 months.
- Rental Arrears - One-time payment of up to 6 months of rent in arrears, including any late fees on those arrears.
- Case Management -
 - Cannot exceed 30 days during the period the participant is seeking permanent housing.
 - Must occur not less than once per month during the period program participant receives assistance.
 - Must include the development of an individualized service plan to assist program participant to retain permanent housing after assistance ends.
 - Must include follow-up with participant three and six months after participant exits program.

Within a 3-year period, participants who exit the program prior to receiving the maximum 12 months of assistance, may re-enter the program and receive additional assistance, up to a total of 12 months, upon re- evaluation and if it is determined that the program participant is in need of the additional assistance.

Amount of Assistance:

ESG providers may assist Homelessness Prevention Program participants with up to \$10,000 per individual or family, during any 3-year period.

For households receiving medium-term rental assistance, participant’s eligibility for assistance must be re-evaluated not less than once every 3 months. Reevaluation will include ensuring participant’s annual income is below 30% of median family income and participant lacks sufficient resources and support networks necessary to retain housing without the additional assistance.

If it is determined, upon re-evaluation, that a participant who exits the program prior to receiving the maximum duration of assistance, is eligible for additional assistance, the total of all assistance, during any 3-year period, may not exceed the \$10,000 per individual or family maximum.

Rapid Re-Housing Program:

ESG providers may assist a program participant with housing search and placement and short- and/or medium-term rental assistance.

Eligible Program Participants:

Individuals and families who qualify as homeless under paragraph (1) of the “homeless” definition found at 24 CFR 576.2 or who qualify as homeless under paragraph (4) of the “homeless” definition found and 24CFR 576.2 AND live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition.

Intake:

ESG Rapid Re-Housing providers must utilize the CoC’s Coordinated Entry System to prioritize assistance. Pinellas County uses a multi-access approach for Coordinated Entry, which includes a centralized phone hotline, geography specific points of access (like shelters), and coordinated outreach to street locations.

Each access point employs the same assessment and referral process using the local HMIS. Access staff assess for diversion first, then screen for consumer needs including prevention services. Access staff conduct data entry, provide referrals, and program admission (if applicable and appropriate). Outreach teams and access staff use the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) to determine the most appropriate housing path. The VI-SPDAT assessment is entered directly from the field into HMIS eliminating the use of paper and to prevent data entry errors. The VI-SPDAT score populates to a Housing Priority List that is managed by the CoC lead who makes referrals to rapid re-housing agencies. Guidelines for VI-SPDAT are as follows:

- VI-SPDAT v2.0 Grand Total is equal to or greater than 8, the individual is recommended for a Permanent Supportive Housing/Housing First Assessment.
- VI-SPDAT v2.0 Grand Total is 4 - 7, the individual is recommended for a Rapid Re-Housing Assessment.
- VI-SPDAT v2.0 Grand Total is 0 - 3, the individual is not recommended for a Housing and Support Assessment at this time. Please provide them referrals to services.

For participants referred to ESG Provider, ESG provider will conduct an intake assessment using an intake evaluation form to make a determination of eligibility. Intake assessment must include all documentation of the evidence relied upon to establish and verify eligibility including verification of income below 30% MFI, lack of sufficient

resources and support networks (i.e., public assistance, social security, unemployment, etc.) and verification of homeless status. The order of priority for obtaining evidence of homelessness status is 1) third-party documentation, 2) intake worker observations, and 3) self-certification.

Types of Assistance:

- Rental Application Fees - Housing application fee charged by the rental property owner to all applicants.
- Security Deposit - Security deposit equal to no more than 3 months' rent.
- Last Month's Rent - If necessary to obtain housing for a program participant and paid with the security deposit and the first month's rent. Last month's rent must not exceed one month's rent and must be included in calculating the program participant's total rental assistance.
- Utility Deposits - Standard utility deposits required by the utility company for all customers for the following eligible utilities: gas, electric, water, and sewage. Past due balances required to reconnect service shall be considered part of the utility deposit.
- Short-Term Rental Assistance - Rent payments for an eligible housing unit located within Pinellas County, excluding the City of St. Petersburg.
- Medium-Term Rental Assistance - Rent payments for an eligible housing unit located within Pinellas County, excluding the City of St. Petersburg.
- Case Management - Assessment, arrangement, coordination and monitoring of participants individualized services to facilitate housing stability while residing in permanent housing or assist in overcoming immediate barriers to obtaining housing.

Duration of Assistance:

ESG providers may assist a program participant with up to 6 months of rental assistance, for any individual type or any combination of types of assistance, during any 3-year period.

- Short-Term Rental Assistance - Rent payments of up to 3 months of rent.
- Medium-Term Rental Assistance - Rent payments of more than 3 months of rent, but no more than 6 months of rent (including payment of any rental arrears).
- Case Management -
 - Cannot exceed 30 days during the period the participant is seeking permanent housing.
 - Must occur not less than once per month during the period program participant receives assistance.
 - Must include the development of an individualized service plan to assist program participant to retain permanent housing after assistance ends.
 - Must include follow-up with participant three and six months after participant exits program.
 - Participants receiving assistance from a victim service provider may be exempted from these requirements.

Participants who exit the program prior to receiving the maximum 6 months of assistance, may re-enter the program and receive additional assistance, up to a total of 6 months, upon re-evaluation and if it is determined that the program participant is in need of the additional assistance.

ESG Providers shall not use ESG funding to help someone remain or move into housing if the housing does not meet the following minimum habitability standards. HQS Checklist met be included in file documentation.

- Structure and materials – The building must be structurally sound, protect participants from the elements and not pose any threats to their health or safety.

- Space and security – Each resident must have adequate space and security for themselves and their belongings and an acceptable place to sleep.
- Interior air quality – Each room or space must have proper ventilation and be pollutant free.
- Water supply – Must be free of contamination.
- Sanitary facilities – Residents must have access to sufficient, sanitary facilities that are in proper operating condition, private and adequate for personal cleanliness and disposal of human waste.
- Thermal environment–The housing must have the necessary, properly operating heating/cooling facilities.
- Illumination and electricity – The structure must have adequate and appropriate lighting and safe electrical sources.
- Food preparation – All food preparation areas contain suitable space and equipment to store, prepare, and serve safe and sanitary food.
- Sanitary conditions – The housing must be in sanitary condition.
- Fire safety:
 - There must be a second means of exiting the building in the event of an emergency.
 - Each unit must include at least one properly working smoke detector on each occupied level of the unit, located when possible in a hallway adjacent to a bedroom.
 - If the unit is occupied by a hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom he or she occupies.
 - The public areas of the housing must be equipped with a sufficient number of detectors, but not less than one for each area.

Amount of Assistance:

ESG providers may assist Rapid Re-Housing Program participants up to \$12,000 per individual/family, during any 3-year period.

In order to be eligible for additional assistance, participant must be re-evaluated to ensure the participant's annual income is below 30% of median family income and participant lacks sufficient resources and support networks necessary to retain housing without the additional assistance.

If it is determined upon re-evaluation, that a participant who exits the program prior to receiving the maximum duration of assistance, is eligible for additional assistance, the total of all assistance, during any 3-year period, may not exceed the \$12,000 per individual or family maximum.

GENERAL STANDARDS

Coordinated Entry System

ESG funded recipients, with the exception of victim service providers, shall use the coordinated entry system established by the Continuum of Care. Victim service providers may choose not to use the coordinated entry system; however, victim service providers are required to use a centralized or coordinated assessment system that meets HUD's minimum requirements.

The CoC has determined that the VI-SPDAT (Vulnerability Index – Service Priority Decision Assessment Tools) will be the standardized assessment tool for Pinellas County. The VI-SPDAT tool must be used by ESG funded Rapid Re-housing providers to determine the appropriate intervention to address the episode of homelessness and the

prioritization of individuals and families for assistance based on the severity of their service needs and the length of time homeless. Clients can choose a less intensive housing intervention in collaboration with case management.

The VI-SPDAT is required to be conducted upon intake into: Emergency Shelter, Transitional Housing, Rapid Rehousing and Permanent Supportive Housing. Outreach workers shall conduct a VI-SPDAT on homeless persons engaged. Providers conducting the VI-SPDAT assessment are required to enter that information into HMIS. Ongoing training and support will be provided to all CoC and ESG funded providers in the assessment, prioritization and placement process.

The County is currently working with the CoC to finalize a Homelessness Prevention Coordinated Assessment process to be used as a standardized assessment tool for homelessness prevention programs in Pinellas County. County ESG providers of Homelessness Prevention assistance must use Homelessness Prevention Coordinated Assessment for the prioritization of individuals and families for homelessness prevention assistance.

Program Coordination:

Program coordination consist of on-going system and program coordination and integration of ESG - funded activities to the maximum extent practicable with the following:

- a. Emergency shelter providers, essential services providers, homelessness prevention, transitional housing, permanent supportive housing and rapid rehousing assistance providers;
- b. Other homeless assistance providers, including:
 - HUD-Veterans Affairs Supportive Housing (HUD-VASH);
 - Education for Homeless Children and Youth Grants for State and Local Activities (McKinney-Vento Homeless Assistance Act);
 - Grants for the Benefit of Homeless Individuals;
 - Healthcare for the Homeless;
 - Programs for Runaway and Homeless Youth;
 - Projects for the Assistance in the Transition from Homelessness;
 - Services in Supportive Housing Grants;
 - Emergency Food and Shelter Program;
 - Homeless Veterans Reintegration Program;
 - VA Homeless Providers Grant and Per Diem Program;
 - Health Care for Homeless Veterans Program;
 - Homeless Veterans Dental Program;
 - Supportive Services for Veterans Families Program; and
 - Veterans Justice Outreach Initiative
- c. Mainstream service and housing providers:
 - Public housing programs assisted under section 9 of the U.S. Housing Act of 1937;
 - Housing programs receiving Section 8 tenant based or project based assistance;
 - Supportive Housing for Persons with Disabilities;
 - HOME Investment Partnerships Program;
 - Temporary Assistance for Needy Families;
 - State Children's Health Insurance Program;
 - Head Start;
 - Mental Health and Substance Abuse Block Grants;
 - Services funded under the Workforce Investment Act; and
 - State Housing Related Assistance Program for Adults with Serious Mental Illness

- d. Continuum of Care (CoC) Networks:
- Local Continuum of Care (CoC) meetings;
 - The Pinellas County Homeless Leadership Board Provider’s Council meetings;
 - The Pinellas County Homeless Leadership Board Data and System Performance Committee;
 - Veterans Leadership Team; and
 - Various other committees, task forces and workgroups.

Homeless Management Information System:

ESG Providers, except for victim service providers shall actively utilize HMIS to enter data on people served and assistance provided under ESG. Victim service providers shall actively utilize a comparable data system that meets HUD’s standards.

Income Determination:

Minimum standards for determination of an individual or family’s annual income consist of calculating income in compliance with 24 CFR 5.609.

Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in paragraph (c) of 24 CFR 5.609.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Individuals and families assisted under ESG are required to have annual incomes at or below thirty percent (30%) MFI. In verifying income, ESG providers are required to document income eligibility as follows:

- Documentation for determining income shall be prioritized as follows:
 - 1) Third Party Verification
 - 2) Source Documentation

Third party verification should be used whenever possible. Source documentation is to be accepted only when all efforts have been made to obtain third party verification have not produced results. Documentation of attempts at third party verification should be retained in participant file.

- Documentation for determining assets shall be prioritized as follows:
 - 1) Source Documentation
 - 2) Self-Certification

Source documentation should be used whenever possible. Self-certification is to be accepted only when source documentation is unavailable.

Connection to Other Resources:

Minimum standards for connection with other resources consist of assisting each participant to obtain, if applicable:

Appropriate support services including:

- Permanent housing;
- Medical health treatment;
- Behavioral health services;
- Other governmental and private assistance available to help with housing stability including: • Medicaid
- Medicare
- Supplemental Nutrition Assistance Program; Women, Infants and Children (WIC); Federal-State Unemployment Insurance Program;
- Supplemental Security Income (SSI); Social Security Disability Insurance (SSDI);
- Child and Adult Care Food Program; and Other available assistance.

Termination of Assistance:

Minimum standards for termination of assistance are:

- In general – If a program violation occurs and the provider terminates assistance as a result, the termination shall follow an established process that recognizes the rights of the individuals affected. Termination shall only occur in the most severe cases after other remedies have been attempted.
- Due process rights for individuals and families facing program termination – When an ESG funded homeless assistance program seeks to terminate participation for any household, the required formal process shall minimally consist of:
- Written notice clearly stating the reasons for termination;
- Review of the decision that gives the participant opportunity to present objections to the decision and to have representation. Any appeal of a decision shall be heard by an individual different from and not subordinate to the initial decision-maker; and
- Prompt written notice of the final decision on the appeal.
- Ability to provide further assistance – Termination will not bar the provider from providing later additional assistance to the same family or individual.

Lead-Based Paint:

Minimum standards for all shelters and program participant-occupied housing consist of compliance with the lead-based paint remediation and disclosure requirements identified in 24 CFR 576.403, including the Lead- Based Paint Poisoning Prevention Act (42 USC 4821- 4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M and R.

Conflicts of Interest:

Organizational conflicts of interest:

- ESG assistance will not be contingent on the individual's or family's acceptance or occupancy of emergency shelter or housing owned by the provider or a provider's subsidiary or parent.
- No provider, with respect to individuals or families occupying housing owned by the provider or a provider's subsidiary or parent, will carry out the initial evaluation under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103.

Individual conflicts of interest:

- When procuring goods and services, the provider will comply with codes of conduct and conflict of interest requirements under 24 CFR 84.42 (private non-profit) or 24 CFR 85.36 (government).

All transactions/activities:

- No BCC board member may participate in or influence discussions or resulting decisions concerning the award of an ESG grant or other financial benefits to the organization that the member represents.
- Conflicts prohibited – No person involved with the ESG programs or who is in a position to participate in a decision-making process or gain inside information regarding the program’s activities, shall obtain a financial interest or benefit from an assisted activity; have a financial interest in any related contract, subcontract, or assisted activity; or have a financial interest in the activity’s proceeds (either himself or herself or those with whom he or she has family or business ties) during his or her tenure or for one year following tenure.
- Persons covered – These conflict of interest provisions apply to any employee, agent, consultant, officer or elected or appointed official of the provider’s agency.

Exceptions – A provider may request an exception to these provisions from HUD, only if he or she meets the threshold requirements identified in 24 CFR 576.404 and/or 578.95(d)(2).

Homeless Participation:

Each funded provider of ESG assistance must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or equivalent policymaking entity of the provider. (24 CFR 578.75(g))

To the maximum extent possible, the provider shall involve homeless individuals and families in paid or volunteer work on the ESG funded facilities, in providing services under ESG and in providing services for occupants of ESG funded facilities (24 CFR 576.405 and 578.75).

Faith-Based Activities:

Providers receiving ESG funding shall not engage in inherently religious activities as part of the ESG-funded programs or services. Such activities must be offered separately from ESG-funded programs and services and participation must be voluntary.

A religious organization receiving ESG funding retains independence from government and may continue with its mission provided that ESG funds are not used to support inherently religious activities. An ESG-funded organization retains its authority over its internal governance.

An organization receiving ESG funding shall not discriminate against a participant or prospective participant based on religion or religious beliefs.

ESG funding shall not be used for the rehabilitation of structures used specifically for religious activities, but may be used for rehabilitating structures that are used for ESG -eligible activities.

Prohibition against Involuntary Family Separation:

The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to any housing or shelter receiving funding from ESG (578.93(e)).

Nondiscrimination/Equal Opportunity/Affirmative Outreach:

Minimum standards shall comply with the requirements for nondiscrimination, equal opportunity and affirmative outreach identified in §576.407 and 578.93(a-b). This includes the equal provision of services to same sex couples/families as well as transgendered individuals.

Program Income:

Minimum standards for private non-profit organizations for program income earned during the project period are that the program income shall be retained and used to finance the non-Federal share of the project or program. Program income includes any amount of security or utility deposits returned to the recipient or subrecipient. Records of the receipt and use of program income shall be retained. Program income may not be used to meet matching funding requirements.

Recovered Materials:

Minimum standards for the procurement of recovered materials shall comply with the requirements identified in §576.407(f) and 578.99(b), including that the recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Displacement:

Displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under ESG shall comply with §576.408 and/or 578.83 and consist of:

- Minimizing displacement – Consistent with ESG goals and objectives, the providers shall minimize displacing people as a result of ESG-funded projects. Temporary relocation not permitted. No temporary relocation shall be required for an ESG-funded project. When a tenant has to move for an ESG-funded project, the tenant shall be treated as permanently displaced and offered relocation assistance and payments.
- Relocation assistance for displaced persons -In general, a displaced person shall be provided relocation assistance and advised of his or her Fair Housing Rights. Displaced Person - A “displaced person” is defined as any person that moves from a permanent home as a result of ESG - funded acquisition, rehabilitation, or demolition of a project. A person does not qualify as a “displaced person” if the person:
 - Was evicted based on a violation of the lease or occupancy agreement; violation of the law; and the recipient determines that the eviction was not undertaken to evade the obligation to provide relocation assistance.
 - Moved into the property after the application was submitted but was provided with written notice that he or she would not qualify as a “displaced person.”

- The person is ineligible under 49 CFR 24.2.
- HUD determines that the person was not displaced as a result of the project. The State or the provider may request that HUD determine whether or not a displacement would be covered by this rule.
- Real property acquisition requirements – The acquisition of real property for an ESG - funded project is subject to the URA and Federal government wide regulations.
- Appeals - A person who disagrees with the recipient’s determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance may file a written appeal. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by HUD.

Records and Recordkeeping:

Minimum standards shall ensure sufficient written records are established and maintained to enable HUD to determine whether ESG requirements are being met and comply with §576.500 and 578.103, including the following:

- Program participant records shall include written:
 - Determination and verification/certification that the program participant met the criteria for being Homeless or At Risk of Homelessness and that an effort was made to obtain written third-party verification, when possible and applicable.
 - Determination and verification/certification that the program participant was eligible or ineligible for the particular services and/or financial assistance.
 - Determination and verification/certification that the program participant lacked sufficient resources and support networks to provide the assistance.
 - Determination and verification/certification that the program participant met income requirements and that an effort was made to obtain written third- party verification, when possible and applicable. This includes annual documentation of income for each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant.
 - Identification of the specific services and financial assistance amounts that were provided to the program participant.
 - When applicable, verification that the services were terminated in compliance with 576.402 and/or 578.91.
 - A copy of the CoC-approved coordinated assessment (VI-SPDAT/SPDAT) of the program participant.
 - Copies of written leases and rental agreements, documentation of payments made, including dates of occupancy, and compliance with fair market rent, rent reasonableness and utility allowance requirements.
 - Determination and verification that the housing unit met HUD’s habitability and lead-based paint standards.
 - Copy of individualized housing stability plan.
 - Notes verifying case management services were offered at least monthly, and, if services were refused, proof that client eligibility for service was not impacted, in accordance with Housing First practices.
 - Notes verifying program participant eligibility was re-evaluated at least every 3 months for homelessness prevention services or at least annually for rapid rehousing services.
 - Notes verifying program participant was assisted to obtain necessary mainstream and other resources.
- Program policies and procedures shall indicate:
 - Services are coordinated with Continuum of Care, other homeless assistance/prevention programs and mainstream service and assistance programs.
 - Compliance with HUD’s ESG (24 CFR 576 and 578) requirements for:

- Shelter and housing standards
- Conflict of interest
- Homeless participation
- Faith-based activity
- Nondiscrimination, equal opportunity and affirmative outreach
- Uniform administrative rules (24 CFR part 84)
- Environmental review
- Lobbying and disclosure (24 CFR part 87)
- Displacement, relocation and acquisition
- Procurement (24 CFR 84.40-84.48)
- Program participant records are kept secure and confidential
- Participation in HMIS or comparable databases
- Financial records shall include:
 - Supporting documentation for all costs charged to ESG grant
 - Documentation showing ESG or funds were spent on allowable costs in accordance with the requirements for eligible activities and costs principles
 - Documentation of the receipt and use of program income
 - Documentation of the receipt and use of matching funds
 - Copies of procurement contracts

Definitions

At risk of homelessness means:

- (1) An individual or family who:
 - (i) Has an annual income below thirty percent (30%) MFI for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and
 - (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C.

14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

- (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary

- nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Continuum of Care:

Pinellas County consults with members of the Continuum of Care for the area and is a member of the Homeless Leadership Board through the Pinellas County Human Services Department. The Homeless Leadership Board, made up of elected officials and community leaders, drafted *Opening Doors of Opportunity: A 10-Year Plan to End Homelessness in Pinellas County*, to establish the groundwork for guiding Pinellas County in their efforts to end homelessness.

The Consortium supports the Homeless Leadership Board and the priorities of Pinellas County match those of the Continuum of Care and the 10-Year Plan to End Homelessness.

The Continuum of Care Strategic Planning objectives include:

- Creation of new permanent housing beds for chronically homeless through conversion of transitional housing beds to permanent supportive housing.
- Increase the percentage of homeless persons that are successful in staying in permanent housing over six months.
- Increase the percentage of persons employed at program exit to a success rate of twenty percent (20%).
- Decrease the number of homeless households with children.
- Facilitate access to essential services needed to obtain mainstream services.

The Homeless Leadership Board convenes meetings with representatives from the City of St. Petersburg, Pinellas County, the City of Clearwater and homeless service providers in an effort to enhance opportunities to collaborate to better serve the homeless and at-risk populations in Pinellas County.

ESG-CV Written Standards Addendum
Effective Date: October 1, 2020

A. Waivers and Limitations Under ESG-CV Regulations

As part of the ESG-CV Notice released on September 1, 2020, U.S. Housing and Urban Development (HUD) is allowing jurisdictions to incorporate waivers into the operation of eligible activities funded by ESG-CV resources, as well as standard FY 2020 ESG funds dedicated to COVID-19. As part of the development of the ESG-CV Written Standards, this addendum cites and incorporates each waiver and alternative requirements that apply to the Pinellas County ESG-CV Program.

1. **Eligibility for Homelessness Prevention Assistance** - The requirements at 24 CFR 576.103 provide that individuals or families who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD, are eligible for homelessness prevention assistance is waived; an alternative requirement is established where individuals and families who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition and have an annual income that does not exceed the Very Low Income Limit for the area as established by HUD for HUD’s Section 8 and Public Housing Programs at www.huduser.gov/portal/datasets/il.html, **(50 percent)**, are eligible for homelessness prevention assistance. This alternative requirement will ease administrative burden for recipients and subrecipients by establishing a single income limit for households qualifying for homelessness prevention assistance and assist more households to maintain housing and prevent homelessness which is necessary to prevent the spread of coronavirus.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

2. **Emergency Shelters** – This addendum specifically refers to funds used for the costs of providing emergency shelter during the period the subrecipient began preventing, preparing for, and responding to coronavirus and has been extended to end on January 31, 2022. This requirement has been lifted by CPD Notice 21-08. This alternative requirement will ensure that ESG-CV funds are used efficiently to provide more individuals and families with assistance needed to prevent, prepare for, and respond to coronavirus.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

3. **Short-Term and Medium-Term Rental Assistance** – Medium-rent previously defined as “for more than 3 months but not more than 24 months of rent” is waived and an alternative requirement established defining medium-term as more than 3 months but not more than 24 months. This alternative requirement allows more households to receive rapid re- housing and homelessness prevention assistance, which is necessary to prevent, prepare for, and respond to coronavirus.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

4. **Fair Market Rents (FMR)** - The requirement prohibiting rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, is waived; so long as the rent complies with HUD's standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement allows recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus.
 - Start Date – October 1, 2020
 - End Date – September 30, 2021

5. **Minimum Standards for Permanent Housing** - Recipients or subrecipients cannot use ESG funds to help program participants remain in or move into housing that does not meet minimum habitability standards provided at 24 CFR 576.403(c). For recipients who choose to serve individuals and families made eligible for Rapid Rehousing (RRH) assistance, the requirements at 24 CFR 576.403(c) are waived and the ESG-CV recipient or subrecipient can provide rental assistance and housing relocation and stabilization services without first inspecting the unit so long as:
 - a. The recipient or subrecipient maintains documentation showing the prior rental assistance provider determined that the housing meets:
 - i. The habitability standards established at 24 CFR 576.403(c); or
 - ii. Housing Quality Standards (HQS) established at 24 CFR 982.401; or
 - b. The recipient or subrecipient provides no more than 90 days of RRH assistance to the program participant or
 - c. The recipient or subrecipient conducts an inspection within the first 90 days and determines the housing meets the habitability standards established at 24 CFR 576.403(c) or the HQS established at 24 CFR 982.401.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

6. **Housing Stability Case Management** - HUD is waiving the 30-day limit established in 24 CFR 576.105(b)(2) to the extent necessary to allow recipients or subrecipients to provide up to 60 days of housing stability case management while the program participant is seeking housing.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

7. **Administrative Costs** - As permitted by the CARES Act, the Pinellas County will use up to 10 percent of its total ESG-CV grant for administrative costs.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

8. **No Cap for Emergency Shelter and Street Outreach** - Funds will be used for emergency shelter and street outreach activities without regard to the spending cap established by section 415(b) of the McKinney-Vento Act and 24 CFR Part 576.100(b). The same flexibility applies to using ESG-CV funds to establish and operate temporary emergency shelters.

9. **Hotel/Motel Costs** – Funds will continue to be utilized to provide hotel or motel vouchers for homeless individuals and families where no appropriate emergency shelter is available. However, the limitations on eligible activities provided in section 415(a) of the McKinney-Vento Act and 24 CFR part 576, subpart B are

10. waived and ESG-CV funds may be used for the following hotel or motel costs for individuals and families experiencing homelessness who are –
- a. Receiving rapid re-housing assistance under the Homeless Leadership Alliance of Pinellas or ESG programs
 - b. Residing in permanent supportive housing

Pinellas County will permit ESG-CV funds to be used to pay for a hotel or motel rooms. Payments are to be made directly to the hotel/motel.

- Start Date – October 1, 2020
- End Date – September 30, 2022

11. **Helping current ESG program participants maintain housing** - The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3-year period is waived. Likewise, the requirement at 24 CFR 576.106(a) limiting the total number of months a program participant can receive rental assistance to 24 months in a 3-year period is waived. Both exceptions will be made solely for those program participants who reach their 24-month maximum assistance.

- Start Date – October 1, 2020
- End Date – September 30, 2022

12. **Legal Services** – ESG-CV funds may be used to provide legal services but are limited to those services necessary to help program participants obtain housing or keep a program participant from losing housing where they currently reside.

- Start Date – October 1, 2020
- End Date – September 30, 2022



EXHIBIT II

**EMERGENCY SOLUTIONS GRANT
COMMUNITY HOUSING ASSISTANCE PROGRAM**



CERTIFICATION OF ELIGIBILITY FOR HOMELESSNESS PREVENTION ASSISTANCE

Purpose: This form serves as documentation that: (1) the program participant named below meets all eligibility criteria for ESG assistance through the CHAP program identified below; (2) this eligibility determination is based on true and complete information; (3) neither the staff member making this determination nor his or her supervisor are related to the program participant through family, business or other personal ties; and (4) this eligibility determination has not resulted from, nor will result in, any financial benefit to the staff member making this determination, his or her supervisor, or anyone related to them.

Instructions: This form must be completed for each program participant upon the determination of his or her eligibility for CHAP assistance. This form must be signed and dated by the CHAP staff person who makes this determination and that person's supervisor and must be kept in the program participant's case file. This form will remain valid, unless a different staff person re-determines the program participant's eligibility, in which case a new form will be required.

Head of Household Name: _____

Other Household Members Names: _____

(*List all members in household
benefitting from CHAP assistance)

At-Risk of Homelessness Eligibility Assessment:

Case Manager must initial next to each eligibility category to indicate that 1) a determination of eligibility for that category has been made; and 2) documentation to support determination is in case file.

___ **Income:** Program participant has an annual household income below 30% AMI (50% with COVID Waiver).

___ **Resources:** Program participant lacks sufficient resources and support networks necessary to prevent them from moving to an emergency shelter or another primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

___ **Condition:** Program participant meets one of the following conditions (check applicable condition).

- An individual or family who meets one of the following conditions: (check applicable condition below)
 - Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance

- Is living in the home of another because of economic hardship
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution)
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15))
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Required certifications: Each person signing below certifies to the following:

- 1) To the best of my knowledge, the program participant named above meets all requirements to receive assistance under the Community Homeless Assistance Program (CHAP).
- 2) To the best of my knowledge and ability, all of the information used in making this eligibility determination is true and complete.
- 3) I am not related to the program participant through family, business or other personal ties.
- 4) To the best of my knowledge, neither I nor anyone related to me has received or will receive any financial benefit for this eligibility determination.
- 5) I understand that if any of these certifications is found to be false, any funds distributed by County for program participant may be subject to repayment.

Participant Name: _____ Date: _____

CHAP Staff Signature: _____ Date: _____

CHAP Supervisor Signature: _____ Date: _____

EXHIBIT III
Pinellas HMIS Intake Survey - Sample

		/			/				
--	--	---	--	--	---	--	--	--	--

Month Day Year

NAME (first, middle, last name, suffix (e.g., Jr, Sr, III))

First name																			
Middle name																			
Last name																			
Suffix																			

NAME DATA QUALITY

- Full name reported
- Partial, street name, or code name reported
- Client doesn't know
- Client refused

SOCIAL SECURITY NUMBER

			-			-				
--	--	--	---	--	--	---	--	--	--	--

SOCIAL SECURITY NUMBER DATA QUALITY

- Self (head of household)
- Head of household's child
- Head of household's spouse or partner

DATE OF BIRTH (e.g., 10/23/1978)

		/			/				
--	--	---	--	--	---	--	--	--	--

Month Day Year

DATE OF BIRTH

TYPE RELATIONSHIP TO HEAD OF HOUSEHOLD

- Head of household's other relation member (other relation to head of household)
- Other: non-relation member

RACE

More than one race is permitted. *Client doesn't know* and *Client refused* should only be selected if no other response is selected. If the client wishes to indicate "Hispanic or Latino," please indicate that in the next question (Ethnicity) and then select the appropriate race category here.

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander

- White
- Client doesn't know
- Client refused

ETHNICITY

- Non-Hispanic / Non-Latino
- Hispanic / Latino

- Client doesn't know
- Client refused

GENDER

- Female
- Male
- Trans Female (MTF or Male to Female)
- Trans Male (FTM or Female to Male)

- Gender Non-Conforming (i.e., not exclusively male or female)
- Client doesn't know
- Client refused

HEALTH INSURANCE

Is the client currently covered by health insurance?

<input type="checkbox"/> No	<input type="checkbox"/> Client doesn't know
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Client refused

Answer 'No' for sources that have been terminated, even if they were received in the past.

No	Yes	Source of non-cash benefit
<input type="checkbox"/>	<input type="checkbox"/>	Medicaid
<input type="checkbox"/>	<input type="checkbox"/>	Medicare
<input type="checkbox"/>	<input type="checkbox"/>	State Children's Health Insurance Program (or use local name)
<input type="checkbox"/>	<input type="checkbox"/>	Veteran's Administration (VA) Medical Services
<input type="checkbox"/>	<input type="checkbox"/>	Employer-Provided Health Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Health insurance obtained through COBRA
<input type="checkbox"/>	<input type="checkbox"/>	Private Pay Health Insurance
<input type="checkbox"/>	<input type="checkbox"/>	State Health Insurance for Adults (or use local name)
<input type="checkbox"/>	<input type="checkbox"/>	Indian Health Services Program
<input type="checkbox"/>	<input type="checkbox"/>	Other If Yes, specify source: ____

PHYSICAL DISABILITY

Does the client currently have a physical disability? Yes No

[IF YES for physical disability] Is the physical disability expected to be of long-continued and indefinite duration and substantially impair the client's ability to live independently? Yes No

DEVELOPMENTAL DISABILITY

Does the client currently have a developmental disability? Yes No

[IF YES for developmental disability] Is the developmental disability expected to substantially impair the client's ability to live independently? Yes No

CHRONIC HEALTH CONDITION

Does the client currently have a chronic health condition? Yes No

[IF YES for chronic health condition] Is the chronic health condition expected to be of long-continued and indefinite duration and substantially impair the client's ability to live independently? Yes No

HIV/AIDS

Does the client currently have HIV/AIDS? Yes No

[IF YES for HIV/AIDS] Is HIV/AIDS expected to substantially impair the client's ability to live independently? Yes No

MENTAL HEALTH PROBLEM

Does the client currently have a mental health problem? Yes No

[IF YES for mental health problem] Is the mental health problem expected to be of long-continued and indefinite duration and substantially impairs the client's ability to live independently? Yes No

SUBSTANCE ABUSE PROBLEM

Does the client currently have a substance abuse problem?

<input type="checkbox"/> No	<input type="checkbox"/> Both alcohol and drug abuse
<input checked="" type="checkbox"/> Alcohol abuse	<input type="checkbox"/> Client doesn't know
<input type="checkbox"/> Drug abuse	<input type="checkbox"/> Client refused

[IF YES for alcohol abuse, drug abuse, or both alcohol and drug abuse for substance abuse problem] Is the substance abuse problem expected to be of long-continued and indefinite duration and substantially impairs client's ability to live independently? Yes No

[IF YES for alcohol abuse, drug abuse, or both alcohol and drug abuse for substance abuse problem] Is documentation of the disability and severity on file? Yes No

[IF YES for alcohol abuse, drug abuse, or both alcohol and drug abuse for substance abuse problem] Is client currently receiving services/treatment for this condition? Yes No

DISABLING CONDITION

A disabling condition is any of the above-indicated disabilities (physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem, or substance abuse problem) or any other physical, mental, or emotional impairment (including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury) that is expected to be of long–continued and indefinite duration and substantially impairs ability to live independently.

Does the client currently have a disabling condition? Yes No

LIVING SITUATION PRIOR TO PROJECT START DATE

1. TYPE OF PRIOR LIVING SITUATION

What was the situation the client was living in immediately prior to project start date?

Adult members of the same household may have different prior living situations

Literally Homeless Situations

- Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)
- Emergency shelter, including hotel or motel paid for with emergency shelter voucher
- Safe Haven
- Interim Housing*

Institutional Situations

- Foster care home or foster care group home
- Hospital or other residential non-psychiatric medical facility
- Jail, prison, or juvenile detention facility
- Long-term care facility or nursing home
- Psychiatric hospital or other psychiatric facility
- Substance abuse treatment facility or detox center

Other

- Client doesn't know

Transitional & Permanent Housing Situations

- Hotel or motel paid for without emergency shelter voucher
- Owned by client, no ongoing housing subsidy
- Owned by client, with ongoing housing subsidy
- Permanent housing (other than RRH) for formerly homeless persons)
- Rental by client, no ongoing subsidy
- Rental by client, with VASH subsidy
- Rental by client, with GPD TIP subsidy
- Rental by client, with other ongoing housing subsidy (including RRH)
- Residential project or halfway house with no homeless criteria
- Staying or living in a family member's room, apartment, or house
- Transitional housing for homeless persons (including homeless youth)

- Client Refused

2. LENGTH OF STAY IN PRIOR LIVING SITUATION

How long was the client staying in that place?

- Client doesn't know
- Two to six nights
- One week or more, but less than one month
- One month or more, but less than 90 days

- Client Refused
- One year or longer
- Client doesn't know
- Client refused

3. DATE THE CLIENT STARTED BEING HOMELESS ON THE STREETS, IN SHELTER, OR IN SAFE HAVEN THIS TIME**
When did the client start staying on the streets, in emergency shelters, or in safe havens this time?

		/			/				
Month			Day		Year				

4. NUMBER OF TIMES THE CLIENT HAS BEEN HOMELESS ON THE STREETS, IN SHELTER, OR IN SAFE HAVEN IN THE PAST THREE YEARS

A break in homelessness separating the occasions means at least 7 consecutive nights of not living on the street, in an emergency shelter, or Safe Haven or at least 90 days in any of the places listed under the header “institutional situations” on the previous page.

How many times has the client been homeless on the streets, in shelter, or in safe havens in the past three years, including this time?

- | | | |
|---|---|--|
| <input type="checkbox"/> One time (this time) | <input checked="" type="checkbox"/> Three times | <input type="checkbox"/> Client doesn't know |
| <input checked="" type="checkbox"/> Two times | <input type="checkbox"/> Four or more times | <input checked="" type="checkbox"/> Client refused |

5. TOTAL NUMBER OF MONTHS THE CLIENT HAS BEEN HOMELESS ON THE STREETS, IN SHELTER, OR IN SAFE HAVEN IN THE PAST THREE YEARS

Record the total number of months for all the different times the client has spent homeless on the streets, in shelter, or in safe havens in the past three years.

For example: If the client has been on the streets, ES, or SH since January 15 and it is now March 1, the cumulative total would be 1.5 months (January = 15 days and February = 1 month). If they were also homeless for a month back in October, the cumulative total would then be 2.5 months. Responses may be rounded to the next-nearest month, so you would choose “3 months.”

How many months, in total, has the client has been homeless on the street, in an emergency shelter, or Safe Haven over the past three years?

- | | | |
|--|---|--|
| <input type="checkbox"/> One month or less (you may also choose this if this is the first time the client has been homeless) | <input checked="" type="checkbox"/> Between 2 and 12 months → Enter the total number of months: _____ | |
| <input type="checkbox"/> More than 12 months | <input checked="" type="checkbox"/> Client doesn't know | |
| <input type="checkbox"/> Client refused | | |

VETERAN STATUS

Is the client a veteran? Yes No

Data for Head of household and other Adults (continued)

DOMESTIC VIOLENCE

Is client a domestic violence victim/survivor? Yes No

[IF YES] When did the experience occur?

- | | |
|--|---|
| <input type="checkbox"/> Within the past three months | <input type="checkbox"/> One year ago, or more |
| <input checked="" type="checkbox"/> Three to six months ago (excluding six months exactly) | <input checked="" type="checkbox"/> Client doesn't know |
| <input type="checkbox"/> Six months to one year ago (excluding one year exactly) | <input type="checkbox"/> Client refused |

[IF YES] Is the client currently fleeing? Yes No

INCOME AND SOURCES

Only record regular, recurrent sources that are current as of today (i.e. not terminated). Income received for a minor member of the household (e.g. SSI) should be recorded under the Head of Household’s information (income from employment of a minor can be excluded from the household income).

Does the client have any income from any source? Yes No

[IF YES] Answer Yes or No for each income source. If the response for a source is 'Yes', enter the monthly amount received based on current income. If unsure of the exact monthly amount, enter client's best estimate.

Source of Income	Receiving income?	Amount
Earned Income	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Unemployment Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Supplemental Security Income (SSI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Social Security Income (SSDI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
VA Service-Connected Disability Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
VA Non-Service-Connected Disability Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Private disability insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Worker's Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Temporary Assistance for Needy Families (TANF)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
General Assistance (GA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Retirement Income from Social Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Pension or retirement income from a former job	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Child support	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Alimony or other spousal support	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Other source: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$.00
Total		\$.00

NON-CASH BENEFITS

Only record regular, recurrent sources that are current as of today (not terminated). If a non-cash benefit is only received by a minor member of the household, record under the Head of Household's information.

Does the client have any non-cash benefits from any source? Yes No

[IF YES] Answer 'Yes' or 'No' for each non-cash benefit source. (Answer 'No' for benefits that have been terminated, even if they were received in the past.)

No	Yes	Source of non-cash benefit
<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Nutrition Assistance Program (SNAP)
<input type="checkbox"/>	<input type="checkbox"/>	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
<input type="checkbox"/>	<input type="checkbox"/>	TANF Child Care services (or use local name)
<input type="checkbox"/>	<input type="checkbox"/>	TANF transportation services (or use local name)
<input type="checkbox"/>	<input type="checkbox"/>	Other TANF-Funded Services (or use local name)
<input type="checkbox"/>	<input type="checkbox"/>	Other source: _____

EXHIBIT IV



**EMERGENCY SOLUTIONS GRANT
COMMUNITY HOUSING ASSISTANCE PROGRAM (CHAP)
HOUSING STABILIZATION PLAN**



CLIENT NAME: ADDRESS:	SOCIAL: DATE of BIRTH:	DATE of PLAN: REVIEW DATE:
	PHMIS ID:	PROGRAM: <i>ESG – Prevention</i>

1. Service/Treatment Goal: *Obtain housing and address factors that threaten housing stability.*
2. ESG Eligibility: _____ Short-term rental assistance _____ Medium-term rental assistance (select one)

HOUSING BARRIERS:

STRENGTHS and RESOURCES:

OBJECTIVE 1. Secure Housing: 1) *Secure income to support housing unit;* 2) *Find and obtain an affordable unit.*

WHAT Steps to be taken?	PURPOSE	WHO	BY WHEN
<i>Sign up for ESG deposit and/or rental assistance.</i>	<i>Financial assistance</i>		
<i>Develop preliminary household budget.</i>	<i>Determine income needed to move-in and sustain housing.</i>		
<i>Look on-line on Florida Housing Search and identify 3 possible units that fit within budget.</i>	<i>Assess housing market within Applicant's budget.</i>		
<i>Visit possible housing units, meet with landlords. If currently in unit, meet with existing landlord.</i>	<i>Select housing unit / ensure stable housing unit.</i>		

OBJECTIVE 2. Address benefits issues that threaten housing stability.

WHAT Steps to be taken?	PURPOSE	WHO	BY WHEN
<i>Apply for Public Benefits. EX: Food Stamps / Medicaid / TANF / WIC</i>			
<i>Sign up for Child Support. (If applicable)</i>			
<i>Apply for Social Security Benefits. (If applicable)</i>			
<i>Apply for VA Benefits. (If applicable)</i>			

OBJECTIVE 3. Secure employment to promote long-term housing stability			
WHAT Steps to be taken?	PURPOSE	WHO	BY WHEN
<i>Establish account on-line with One-Stop Career Center. www.careeronestop.org</i>	<i>Secure employment to support this household.</i>		
<i>Contact previous employer for reference. Provide Worknet as a resource for Resume' building.</i>	<i>Be prepared for job search.</i>		
<i>Investigate subsidized childcare options for job search and eventual employment.</i>			
OBJECTIVE 4. Connect with mainstream and other resources to promote long-term housing stability. Must assist as needed. What steps were taken to assist program participant, as needed, to obtain appropriate supportive services (medical health treatment, mental health treatment, counseling, supervision, or other services essential for achieving independent living)?			
WHAT Steps to be taken?	PURPOSE	WHO	BY WHEN

ESG requires monitoring and evaluating program participant progress. As part of Housing Stability Case Management, Program participants will be contacted 6 months and 1 year after receiving financial assistance to confirm housing status.

APPLICANT:	CO-APPLICANT:
I agree with this Housing Stabilization Plan I have been offered a copy of this Housing Stabilization Plan.	I agree with this Housing Stabilization Plan I have been offered a copy of this Housing Stabilization Plan.
I _____accepted or I _____declined my own copy of the plan.	I _____accepted or I _____declined my own copy of the plan.
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____
COMMENT: _____	COMMENT: _____
_____	_____
CASE MANAGER:	
SIGNATURE: _____	COMMENT: _____
DATE: _____	_____

EXHIBIT V
CHAP FILE CHECKLIST

NAME: _____ CASE #: _____

CONFIRMATION OF NON-DUPLICATION OF SERVICES: Check PHMIS System PHMIS #: _____

(Check All Adult Household (HH) Members) Duplicate Rental Service? Yes No

PHASE 1: ELIGIBILITY

Section I: Intake
(All supporting documents must be dated within 60 days of receipt of application)

	Date Rec'd	Initial	Comments
<input type="checkbox"/> File Checklist			
<input type="checkbox"/> Preliminary Intake Form			
<input type="checkbox"/> Coordinated Entry Assessment Form (<10 STOP - goes to waiting list)			
<input type="checkbox"/> Application (signed by <u>all</u> adult HH members)			
<input type="checkbox"/> Personal Identification			
<input type="checkbox"/> Photo ID (for <u>all</u> HH members - copy)			
<input type="checkbox"/> Social Security Cards (for <u>all</u> HH members - copy)			
<input type="checkbox"/> Birth Certificates (for <u>all</u> minor HH members - copy)			
<input type="checkbox"/> Homeless Management Information System			
<input type="checkbox"/> PHMIS Intake Form (for <u>all</u> HH members)			
<input type="checkbox"/> Authorization to Release Information Form (signed by <u>all</u> adult HH members)			
<input type="checkbox"/> PHMIS Client Informed Consent Form (for <u>all</u> HH members)			
<input type="checkbox"/> PHMIS Client History (for all adult HH members)			

Section II: Eligibility
(All supporting documents must be dated within 60 days of receipt of application)

	Date Rec'd	Initial	Comments
<input type="checkbox"/> Certification of Eligibility for Assistance Form			
<input type="checkbox"/> Income Documentation			
<input type="checkbox"/> Income Calculation Worksheet			
<input type="checkbox"/> Verification of Income (VOE form, 8 wks paystubs, SSI, Child Support, etc.)			
<input type="checkbox"/> If Self-employed, All 3 of the Following Required:			
<input type="checkbox"/> Year to Date Profit & Loss Statement (notarized)			
<input type="checkbox"/> Letter Stating Anticipated Business Income for Next 12 months (notarized)			
<input type="checkbox"/> Copy of the Most Recent Tax Return			
<input type="checkbox"/> Verification of Assets (6 months Checking, 1 month Savings; most recent)			
<input type="checkbox"/> Child Support Affidavit (if applicable)			
<input type="checkbox"/> Proof of Non-cash Benefits (Food Stamps/Medicaid/Cash Asst)			
<input type="checkbox"/> Lack of Resources/Support Network Documentation			
<input type="checkbox"/> Monthly Budget Form			

File Documentation Checklist

Section II: Eligibility Continued (All supporting documents must be dated within 90 days of receipt of application)	Date Rec'd	Initial	Comments
<input type="checkbox"/> Eligibility Category Documentation			
<input type="checkbox"/> Qualifying Condition (Eviction/Late Notice, Self-Pay Hotel Receipts, etc.)			
<input type="checkbox"/> Qualifying Event (Loss of Income, Medical Bills, Car Repair, etc.)			
<input type="checkbox"/> Case Management			
<input type="checkbox"/> Case Notes-to-File			
<input type="checkbox"/> Assessment of Need (documented in case notes)			
<input type="checkbox"/> Housing Stability Plan, Including Referrals/Other Services Provided			
<input type="checkbox"/> Monthly Case Management Questionnaire (for each month of assistance)			
<input type="checkbox"/> Monthly Case Management Assessment (for each month of assistance)			

Section III: Property Information	Date Rec'd	Initial	Comments
<input type="checkbox"/> Lease Agreement (copy – with VAWA Addendum)			
<input type="checkbox"/> Rental Assistance Agreement			
<input type="checkbox"/> Property Card (to verify ownership and year built)			
<input type="checkbox"/> HQS Inspection			
<input type="checkbox"/> Lead-based Paint Visual Assessment (for ALL Units Constructed Before 1978)			
<input type="checkbox"/> Lead-based Paint Pamphlet Certification			
<input type="checkbox"/> Rent Reasonableness (include FMR form)			
<input type="checkbox"/> Utility Allowance			

Section IV: Payment Information	Date Rec'd	Initial	Comments
<input type="checkbox"/> Case Action Ledger Sheet			
<input type="checkbox"/> Signed CDOT Request for Payment Voucher(s)			
<input type="checkbox"/> Deposit Letters from Utility Companies (if moving to a new unit)			
<input type="checkbox"/> Services Payment Guarantee (Utilities)			
<input type="checkbox"/> Rental Verification Form			
<input type="checkbox"/> W-9 Form			

PHASE 2: COMPLIANCE REVIEW

First Review By: _____ Date: _____

File Approved By: _____ Date: _____

PHMIS Entry By: _____ Date: _____

PHASE 3: FOLLOW-UP

<input type="checkbox"/> 6-Month Follow-Up			
<input type="checkbox"/> 12-Month Follow-Up			

