

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of ____, 201____ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and 2-1-1 Tampa Bay Cares, Inc., Clearwater, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0135-P(JA) ("RFP") for Countywide Rapid Rehousing – Fiscal Administration services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in the Business Associate Agreement (separate agreement), and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

"Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of the Human Services Department.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force until expiration of the Agreement on September 30, 2021, unless terminated as provided herein.

5. **Compensation and Method of Payment.**

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

- B.** The County agrees to pay the Contractor the not-to-exceed sum of \$711,201.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein. A pool of funding will be made available in accordance with the Statement of Work for eligible client program expenses. This pool is to be managed, tracked and reconciled monthly and is not considered compensation to the Contractor.
- C. Travel Expenses.** The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the

other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of the Human Services Department or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to 2-1-1 Tampa Bay Cares, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County: Human Services Department
Planning and Contracts Division
Attn: Tim Burns
440 Court Street, 2nd Floor
Clearwater, FL 33756

For Contractor:
2-1-1 Tampa Bay Cares, Inc.
Attn: Micki Thompson
5500 Rio Vista Drive, Suite 5500
Clearwater, FL 33760

with a copy to:
 Purchasing Director
 Pinellas County Purchasing Department
 400 South Fort Harrison Avenue
 Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on

behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its Board of County
Commissioners

By _____

2-1-1 Tampa Bay Cares, Inc.

By: 

Signature

Micki Thompson

Print Name

Executive Director

Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By:  _____
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

Contractor agrees to perform the following as the Rapid Rehousing Fiscal Administrator:

- A. Hire and train two (2) full time equivalent (FTE) RRFA staff per the proposed fee schedule in Exhibit D to perform all aspects of record collection, storage, verification of eligibility based on submitted documentation, recording of landlord documentation, issuance of approved payments to landlords, accounting of fund, and entry of payment details and all documentation related to the case into fund manager..
 - 1. Fiscal Staff will work with the Rapid Rehousing System Teams (RRH System Teams) to receive documentation.
 - 2. Fiscal Staff will review for eligibility based on set criteria and will advise RRH System Teams of additional documentation that may be needed.
 - 3. Fiscal Staff will seek appropriate approvals for payment(s) to landlord in accordance to the Rapid Rehousing Program Policies and Procedures.
- B. Develop an RRH Eligibility Matrix and share with the RRH System Teams and funders during RRH Committee meetings.
- C. Provide training to the RRF System Teams on how to access the Service Pool(s) in TBIN and use the RRH Eligibility Matrix.
- D. Establish and manage RRH Service Pool(s) in Fund Manager to track all cases submitted, submission decisions, and expenditures related to the fund or funds.
- E. Maintain separate bank account(s) to house the allocation of service pool(s) from separate sources provided for RRH. Track each pool through fund manager. Provider monthly pool balance snapshot from the accounts by email to the contract manager for the County.
- F. Leverage funding pools in accordance with defined policies which may include options based on system priorities (i.e.: individuals, families, supportive housing, etc.)
- G. Coordinate closely with RRSTs for processing and placement in housing by providing feedback on missing documentation or additional information needed within 24-48 hours of case review. Coordination will consist of documented communication and occasional meetings as determined necessary for case coordination and procedure review.
- H. Establish a memorandum of understanding (MOU) with the RRST Provider outlining key operating processes within 60 days of execution of this agreement.
- I. Coordinate with Pinellas County and the City of St. Petersburg on procedures to leverage ESG and SHP funding sources when available and appropriate.
- J. Review all cases submitted in TBIN into the RRH Pool(s) to determine eligibility, completeness of documentation, and approval status within three (3) working days. Communicate exceptions requests to the Exceptions Committee prior to approval.
- K. Document the case decision process in the notes section in TBIN.
- L. Communicate the status of cases submitted to the RRH Service Pool(s) with the RRH System Teams in TBIN and through emails and phone calls, as needed.
- M. Communicate with landlords and vendors as needed to resolve issues and seek reimbursements and credits through email and phone calls.
- N. Issue payments for approved RRH cases and track payments to ensure expenditure in TBIN and QuickBooks.
- O. Attend RRH partner meetings and other expansion or funder meetings required under this Agreement to develop and maintain clear policies and guidance for RRH within the community as requested by the County.
- P. Provide reports to all RRH Partners (RRH System Teams and RRH Funders) on the clients served, expenditures, program of the RRH Service Pool(s), and other data as listed below, no less than monthly, or upon request.

EXHIBIT A

STATEMENT OF WORK

- Q. Provide contractual reports to all RRH Funders as required under the contract no less than monthly or upon request.
- R. Provide additional reporting as determined necessary by Pinellas County or the City of St. Petersburg.
- S. Monitor and develop processes to reduce fraudulent claims and program usage.
- T. In cooperation with RRH funders, develop expansion plans for new RRH partners and provide training on the fiscal administration portion of the program, as necessary for new and current program partners
- U. Facilitate access to Fund Manager for external rapid rehousing partners to record funding disbursement outside of the pool for centralized information.

In performance of these responsibilities, the Contractor agrees to:

- A. Adhere to Countywide Rapid Rehousing Policies and Procedures, including SHIP and ESG written standards where appropriate, HUD's 2016 Rapid Rehousing Performance Benchmarks and Program Standards, and the HLB Approved Minimum Standards for Rapid Rehousing, as amended from time to time by the RRH Working Group or the CoC (Attachment "B"). As a new program, the Policies and Procedures Manual will be reviewed periodically by the RRH Work Group to ensure effective and efficient program delivery.
- B. Endorse and continue to support Housing First principles (Attachment "A").
- C. Accept the Data Sharing Agreement (Attachment "C") and provide program and other information in an electronic format to the Pinellas County Mental Health and Substance Abuse Data Collaborative for the purpose of research and policy development.
- D. Participate in the Tampa Bay Information Network (TBIN) as determined appropriate for placement and housing services, and utilize Fund Manager, or similar system as determined by the County, the City of St. Petersburg, and the RRH Committee, for tracking client expenditures (Attachment "D").
- E. Execute and adhere to the attached HIPAA Business Associate Agreement (Attachment "E" and in doing so agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.
- F. Commit to aligning rapid rehousing practices to local goals and policies as established by the CoC.
- G. Manage the RRH funding pool with effective tracking and reporting by source.

Contractor agrees to develop reports including the following information and performance measures for program evaluation to optimize the Countywide RRH program. These outcomes may be amended by the RRH Committee as necessary, and must be submitted on a monthly basis or as determined by the RRH Committee:

Rapid Rehousing Fiscal Administrator Program Goals:

1. Review incoming cases within three (3) working days 95% of the time. Document variations on timing that are beyond the RRH Fiscal Administrators control.
2. Notify RRH System Teams within 24 to 48 hours of incomplete documentation 95% of the time. Document variations on timing that are beyond the RRH Fiscal Administrators control.
3. Make payments to landlords by rent due date 100% of the time. Document variations on timing that are beyond the RRH Fiscal Administrators control.
4. Establish an MOU with the RRH System Team contractor for policies and procedures within 60 days of contract execution.
5. Attend 95% of RRH Working Group meetings as required. Document variations on timing that are beyond the RRH Fiscal Administrators control.
6. Maintain thorough documentation for each case 100% of the time.
7. Provide monthly funding pool snapshots to the County on a monthly schedule.

Rapid Rehousing Program Annual Goals include:

1. Reducing the time households are homeless – 30% of the households will access permanent housing within 30 days

EXHIBIT A

STATEMENT OF WORK

2. Increasing exits to permanent housing – 80% of assisted households will exit to permanent housing
3. Increasing income through education, entitlements and/or employment-- 60% of participants
4. Maintaining permanent housing six months after exit from program- 80% of participants
5. Maintaining permanent housing one year after exit from program- 70% of participants

Reporting shall include:

1. Average length of time to process complete applications
2. Average length of time from processing complete application to issue of payment
3. Timeliness to respond to HS/N and RRH-CM inquiries
4. Compliance with TBIN and Fund Manager Data Entry
5. Identification of additional and most appropriate funding sources
6. Engagement of partners in use of Fund Manager (number of partners engaged)
7. Timeliness of payment of initial and on-going financial support (on or before due date or established processing time)
8. Continued verification of residency and eligibility via landlord and RRH-CM
9. Maintenance of RRH Fund
10. Compliance with eligibility and documentation requirements

Reporting elements will be amended from time to time to meet the needs of funders, the RRH Committee, and the CoC. Analysis of the reported data above annually will determine appropriate Rapid Rehousing Fiscal Administrator (RRFA) Performance Measures for future years' terms.

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 488750257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

INSURANCE REQUIREMENTS

- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusion for physical abuse or sexual molestation.

Limits	
Combined Single Limit Per Occurrence	
\$1,000,000.00 Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

INSURANCE REQUIREMENTS

Combined Single Limit Per Accident \$1,000,000.00

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$1,000,000.00
General Aggregate	\$1,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (6) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$250,000.00
General Aggregate	\$250,000.00

INSURANCE REQUIREMENTS

- (7) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

FEE SCHEDULE

167-0135-P(JA)

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SECTION F – FEE SCHEDULE

Proposal Title: Human Services Rapid Rehousing – Fiscal Administration

Proposal No: 167-0135-P(JA)

	Year 1	Year 2	Year 3	Year 4	Year 5
Two (2) Full-time fiscal administration position:	\$103,123	\$108,811	\$110,224	\$113,531	\$116,937
Annual Operations Budget (not to exceed \$15,000.00)	\$ 13,888	\$ 11,639	\$ 13,871	\$ 14,945	\$ 14,593
Annual Administrative Costs (not to exceed 15% of staff plus operations combined.	14% = \$ 16,784	15% = \$ 17,588	15% = \$ 18,434	15% = \$ 19,327	15% = \$ 20,125
Annual Totals	\$133,575	\$135,838	\$142,330	\$147,803	\$151,655
TOTAL 5 YEAR COST					\$711,201

Invoices shall be submitted concurrently with invoices from any additional operational contracts between the Contractor and the County. All requests for reimbursement payments shall consist of a cover letter requesting payment, signed by an authorized Contractor representative and include supporting documentation including the cost of services provided, invoices, receipts and copies of time slips or pay stubs which verify delivery of the services for which reimbursement is sought.

An amount not to exceed \$1,000,000.00 per year, variable as appropriated annually by the County, will be allocated for the RRH Program pool to assist with housing services in accordance with the RRH Program Policies and Procedures. The Contractor shall receive three (3) months of advanced funding at the start of the agreement to begin making payments for eligible expenses under the program. This pool shall be held in a separate bank account and disbursed only as set forth in the RRH Program Policies and Procedures for direct client services. The Contractor shall submit monthly invoices with detailed backup to justify expenditures and requests for additional direct financial assistance funds for clients, in a format described in the Program Policies and Procedures. Upon reconciliation and approval of the monthly invoices, the County shall reimburse the Contractor for expenditures until the entire appropriated RRH funding amount is reached. Contractor will then continue to submit separate invoices but will draw down against the emergency assistance pool until it is extinguished or the term of the contract is reached. Balances must be reconciled and documented to the fiscal year appropriation. In the event funds remain in the account at the end of the contract term. The remainder shall be remitted to the County within forty-five (45) days of termination/expiration of the agreement.

EXHIBIT D

PAYMENTS AND INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT F

HOUSING FIRST RESOLUTION &
RAPID REHOUSING POLICIES AND PROCEDURES

RESOLUTION NO. 16-53

RESOLUTION OF PINELLAS COUNTY
ENDORING HOUSING FIRST AND THE COORDINATED ENTRY SYSTEM

WHEREAS, the Pinellas County Board of County Commissioners has an interest in improving the quality of life of all homeless citizens in Pinellas County; and

WHEREAS, the Pinellas County Board of County Commissioners agrees that housing is a basic human right; and

WHEREAS, the Pinellas County Board of County Commissioners is committed to developing a homeless services system which ensures that homelessness among Pinellas County citizens is *rare, brief and nonrecurring*; and

WHEREAS, the Pinellas County Homeless Leadership Board, Inc. is the designated Continuum of Care (CoC) for Pinellas County through the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD established a commitment to Housing First, defined in Notice of Funding Availability for the 2015 Continuum of Care Program Competition FR-5900-N-25, as "an approach to homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold" and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making.

WHEREAS, HUD established a requirement for each CoC to implement a Coordinated Entry System as outlined in CoC Program Interim Rule 24 CFR 578.7(a)(8); and

WHEREAS, the Pinellas County Homeless Leadership Board, Inc. is developing a Coordinated Entry System for full implementation in FY 2016 in order to effectively assess and prioritize housing needs and mitigate recurrences of homelessness; and

WHEREAS, on June 22, 2010, the United States Interagency Council on Homelessness released the nation's first comprehensive strategy for ending chronic homelessness entitled *Opening Doors; Federal Strategic Plan to Prevent and End Homelessness*, which endorsed Housing First as a best practice.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida:

Section 1. The Pinellas County Board of County Commissioners endorses the best practice model of Housing First and believe it will greatly assist in the goal of making homelessness *rare, brief and nonrecurring* for Pinellas County citizens.

Section 2. The Pinellas County Board of County Commissioners expects all CoC-funded entities to implement a Housing First philosophy in their housing programs.

Section 3. The Pinellas County Board of County Commissioners requires the full participation of all CoC-funded entities in the Coordinated Entry System.

EXHIBIT F

**HOUSING FIRST RESOLUTION &
RAPID REHOUSING POLICIES AND PROCEDURES**

Section 4. The Pinellas County Board of County Commissioners expects all non-CoC housing programs within Pinellas County to adopt the Housing First philosophy and fully participate in the Coordinated Entry System by April 1, 2019.

Section 5. This Resolution shall take effect immediately upon its adoption. In a regular meeting duly assembled on the 9th day of August, 2016, Commissioner Long offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner Seel , and upon roll call the vote was:

AYES: Justice, Long, Welch, Eggers, Gerard, and Seel.

NAYS: None.

Absent and not voting: Morrioni.

Cooperative Rapid Rehousing Initiative

Updated February 2017



SUBJECT: Rapid Rehousing

POLICY:

During the summer of 2016, both the Pinellas County Board of County Commissioners (BCC) and the City of St. Petersburg passed Resolutions to Endorse Housing First and the Coordinated Entry System. As part of a comprehensive approach to systematically reduce homelessness in the County, the City of St. Petersburg and the BCC authorized a substantial investment for a Rapid Rehousing Initiative in fiscal year 2017 (FY17)..

Rapid Rehousing (RRH) is a Housing First intervention designed to help individuals and families to quickly exit homelessness and return to permanent housing. RRH assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the unique needs of the household. At a minimum, a RRH program shall offer three (3) components:

- Housing Identification
- Rent and Move-in Assistance
- RRH Case Management and Services

Funding for this RRH initiative is derived from multiple sources, including City and County General Fund, Emergency Solutions Grants (ESG), and State Housing Initiative Partnership (SHIP) grants. The Cooperative partners anticipate the project will provide RRH for an estimated 300 homeless families and individuals annually (based on an average of 3 months of assistance and typical program attrition). The service population often has experienced financial crisis leading to homelessness, legal issues, poor rental history, disabilities and other health concerns, history of family violence, and little to no current income.

Locally, RRH processes will align with the Coordinated Entry System through the use of evidence based assessment tools (Vulnerability Index of the Service Prioritization Decision Assistance Tool, VI-SPDAT) approved and required by HUD. The program will also align with other assistance programs to maximize efficiencies and outcomes.

This RRH Program is split into two (2) distinct areas, which may be filled by one or more organizations: 1) RRH Fiscal Administrator (RRHFA) and 2) RRH System Teams (RRHST). The RRHST will be comprised of one (1) Housing Specialist/Navigators (HS/N) partnered with two to three (2-3) RRH Case Managers (RRHCM). A competitive procurement process through the Pinellas County Purchasing Department was utilized to select the organizations to administer this cooperative program.

ATTACHMENTS:

Resolutions to Endorse Housing First and the Coordinated Entry System
City of St. Petersburg Rental Assistance Program Guidelines (SHIP)
2016-2019 Pinellas County Continuum of Care ESG Written Standards
ESG Minimum Habitability Standards
Budget Worksheet
Landlord Preapproval Letter

PROCEDURES:

1. PROGRAM IMPLEMENTATION

a. Coordinated Entry

RRH assistance will be provided to eligible individuals as identified through the Coordinated Entry System (CES). Individuals and families in need of RRH who are literally homeless and have not been assessed using the VI-SPDAT shall be first referred to 211 Tampa Bay Cares, Inc, the Homeless Street Outreach Teams or an Emergency Shelter Program to be assessed and placed on the waitlist.

b. Rapid Rehousing Case Managers

The RRH Case Managers (RRHCMs) will intake clients utilizing the CES waitlist, pulling from the highest acuity within the RRH range, as determined and adjusted from time to time by the CoC. (Currently, 4-8 for families, 4-7 for adults.) RRHCMs will coordinate with the Homeless Leadership Board, the RRH Housing Specialists/Navigators (HS/N), other RRH providers, and Street Outreach Teams to locate eligible individuals and families, and prevent duplication of efforts.

RRHCMs should work with clients to develop a specific case plan within one week of entry into the RRH program, even if suitable housing has not yet been located. The case plan will include a housing stabilization plan, self-sufficiency plan, and a budget worksheet, at a minimum. The Housing Stabilization Plan will address the household's housing needs and preferences, strengths and barriers to housing, and identify possible alternatives and resources. Regular reassessments, provided through follow-up, should be built into the housing plan to determine if the level of assistance should be increased, decreased or discontinued once households enter permanent housing.

The Self-Sufficiency Plan will outline realistic measures for reaching financial independence, maintaining housing, and improving quality of life. The budget worksheet will identify monthly income and expenditures to aid in reaching self-sufficiency, and to help determine the level of temporary financial assistance needed.

Through these plans, the RRH-CMs will work to develop and ensure the on-going stability of clients upon placement in housing. RRH-CMs should be familiar with a multitude of wrap-around services and providers within the CoC. RRHCMs should make referrals to programs for which a client expresses a need, including, but not limited to SOAR, Pinellas County Health Program, the Adult Emergency Financial Assistance Program, the Family Services Initiative, and other local providers for job/skills training, furniture and incidental support, childcare, etc.

RRHCMs will be experts in RRH Program Standards, and continually evaluate clients for eligibility and ongoing support while building a support system. Documentation of ongoing need is required on a monthly basis for continued financial assistance from the program. The RRHCM shall strive to ensure that program standards are implemented **consistently** throughout the COC by attending regular meetings of the RRH Committee.

c. Rapid Rehousing Housing Specialists/Navigators

HS/Ns are responsible for locating and reaching out to potential RRH clients based upon a prioritization list provided by the COC, and/or other mutually agreed upon intake or outreach methods. The HS/N may leverage the use of Street Outreach Teams and shelter partners to assist in locating potential clients. The HS/N are responsible for assisting clients in obtaining all necessary documentation for application to RRH,

including obtaining replacement identification, when necessary. HS/N can maintain a fixed office at their organization's location, but must be able to travel to meet clients or work out of satellite offices, as needed.

Additionally, HS/Ns are responsible for identifying and engaging landlords through a variety of methods in order to develop a sufficient affordable housing stock for a successful RRH program. HS/Ns must be familiar with landlord/tenant law, applicable Housing Codes and grant-specific housing requirements, particular challenges to the rental market within the CoC, local housing authority voucher programs, and public transportation. HS/Ns will continually seek out landlords willing to house hard-to-place tenants, and must be creative in addressing housing barriers. After a lease is signed, HS/N will continue to serve as a contact for landlords experiencing any challenges with tenants by providing outreach with RRH Case Managers, financial assistance to pay rent, and if necessary, an cooperative and timely move out of housing to avoid eviction. HS/Ns will coordinate with other HS/Ns within the CoC to develop a "master list" for use by all Providers.

d. Rapid Rehousing Fiscal Administration

The RRH financial assistance funds will be administered through an agreement with the RRHFA. RRHFA staff will be available Monday through Friday from 8:00am to 5:00pm to process documentation packages and respond to RRHCM and HS/N inquiries. If a holiday falls on a weekday, the program will operate the same hours, but with single shift coverage by staff.

The RRHFA will maintain eligibility information within the Fund Manager component of the Tampa Bay Information Network (TBIN) software, or other software program as determined appropriate by the County, the City of St. Petersburg, and the HLB. Financial assistance information shall be readily available for review and audit by the program partners. The RRHFA will maintain a full, separate accounting of all dispersed funds associated with each instance of assistance. All dispersed funds will be reconciled to the RRHFA bank statements on a monthly basis or as required by funders.

The RRHFA will receive completed applicant case files from RRHCMs and HS/Ns, and is responsible for ensuring all documentation necessary for verification, processing, and approval of request is provided. The RRHFA will maintain ongoing contact with the RRHCMs and HNs as necessary to correct any defects in the documentation and provide communication as to request status. Cases with continued contact and document submission by an RRHCM will remain in pending status until all required documentation is received and verified, and the assistance is approved.

Based upon the information provided in each application, the RRHFA shall determine the most appropriate source of funding for financial assistance. The RRHFA will be responsible for understanding the eligibility guidelines for City of St. Petersburg and Pinellas County ESG, City of St. Petersburg SHIP, and City of St. Petersburg and County General Fund. The RRHFA should work to establish a rubric for quickly identifying the most appropriate funding source, with a prioritization on utilizing ESG, SHIP, and other grant funds. If additional information is needed to determine specific eligibility, the RRHFA will work with the RRHCM or HS/N to obtain this information.

The RRHFA will review and scan all documentation into Fund Manager to verify citizenship, residency, income, identification, need based upon case plan documentation, **prior** to issuing an approval for payment for eligible items.

All requests for payment will be handled within one (1) business day once all required documentation is received and eligibility for RRH is confirmed. If a request is DENIED, RRHFA staff will contact the RRHCM directly within 2 business days and notify them of the reason for denial and any information or requirements to bring the application into approval. All approvals and denials are recorded in Fund Manager.

e. RRHFA Payment Approvals

Requests for assistance from \$0.01 to \$299.99 are entered into Fund Manager by RRHFA staff and paid online or by check. Requests for assistance from \$300.00 to \$999.99 are reviewed by the RRHFA program supervisor for approval or denial. Requests for assistance \$1,000.00 and above are transmitted electronically to the RRHFA Director and Pinellas County Human Services Director or designee for joint approval when all other eligibility documentation has been submitted. This approval process may be updated from time to time to suit program needs.

2. RAPID REHOUSING ELIGIBILITY

a. Documentation

RRH assistance is limited to low income Pinellas County households, with at least one adult aged 18 and older or a legally emancipated youth. Residents must provide documentation of citizenship, residency, identification, income, assets and need. For households with more than one adult/emancipated youth or families who seek assistance, documentation must be provided regarding each adult/emancipated youth's identification, income, assets, and need. For all other households, each adult or emancipated youth is considered as an individual. If required documents do not exist or are unavailable, RRHFA and HS/Ns will assist the applicant in obtaining needed documents. Financial assistance can be provided to assist in obtaining documentation. A provisional amount of \$60.00 can be issued directly to a pre-qualified applicant to assist with obtaining documentation. The RRHFA shall work with each client to ensure the intended documentation is obtained. Receipts must be submitted to account for the provisional funds prior before further assistance is issued.

In the event that sufficient documentation is provided to process assistance, but one or more pieces of identification have expired, a check for the provisional amount may be issued by the RRHFA to the providing agency to allow the client to obtain updated identification. In this circumstance, the case may continue to be processed by the RRHFA without the need to wait for receipts. If a receipt for identification is not received prior to case closure, the RRHFA may submit evidence of the cashed check as proof of expenditure.

i. Proof of Citizenship

Applicants must be a U.S. citizen by birth, a naturalized citizen, a legal permanent resident immigrant, or a refugee or asylum seeker. Illegal aliens or persons in the U.S. under any sort of temporary status, such as a student or tourist visa, do not meet citizenship requirements. A social security card may demonstrate citizenship if it meets the criteria outlined in the attached "USCIS" Cards and Codes reference document. If an individual's Social Security Card is unavailable, the following other documents are acceptable proof of citizenship:

Citizen by birth: Applicants must be born in any state in the U.S., Puerto Rico, U.S. Virgin Islands, Northern Mariana Islands, American Samoa, Swain's Island, Guam, or born abroad to parents who are U.S. citizens. Applicants claiming to be a U.S. citizen by birth but born outside U.S. must provide documentation (e.g. birth certificate) of citizenship status.

Naturalized citizen: A person born in another country but who has since obtained U.S. citizenship. Citizens who claim to be naturalized must provide documentation in the form of a Certificate of Naturalization or a valid U.S. passport.

Legal Permanent Resident Alien: Acceptable documentation includes a "green card," INS forms I-151 or I-551. A visa or other official United States document stamped: "Processed for I-551; temporary evidence of lawful admission for permanent residence; valid until mm-dd-yy; employment authorized," is acceptable as proof.

Refugee or Asylum Seeker: Includes applicants from Albania, Vietnam, Bosnia, Cuba, Haiti or other countries who legally reside in the U.S. as political refugees or asylum seekers. Documentation is the INS form I-94 stamped to identify the applicant as a refugee or asylum seeker.

*Note: Sponsored aliens are individuals who have been granted permanent resident status under the sponsorship of an American citizen. Sponsored aliens are not eligible for emergency financial assistance.

ii. Identification

Applicants must provide two forms of identification. Proof of citizenship from Section (a) above may count as one form. An acceptable second form of identification may be:

- Social Security Card
- Pinellas County Driver's License or State Identification
- Birth Certificate
- Marriage License
- Voter Identification Card
- Veterans Administration Identification
- School Records
- Food Stamp card
- Police Identification card
- Immigration Records

Note: Documentation from a foreign country may be accepted as a second form of identification provided that documentation of refugee, asylum seeker, or legal permanent resident alien is also included.

iii. Proof of Pinellas County Residency

Assistance may only be provided to applicants who are current residents of Pinellas County. Applicants must provide two of the following:

- Copy of current Florida Driver's License or Florida Identification card showing a Pinellas County address
- Previous mortgage documents, rental lease, rent receipts or letter from a landlord or property owner
- Proof of previous Homestead Exemption
- Recent water, electric, gas, telephone, cable television or other utility bill in the name of the applicant indicating a previous address within Pinellas County
- Vehicle registration in the name of the applicant indicating an address within Pinellas County
- Pinellas County Voter Identification card
- Recent historical record of residence documented by another social service agency within Pinellas County. Includes Mobile Medical Unit.
- Cancelled mail from a Federal, State, County, or City agency addressed to the applicant at a Pinellas County address
- Declaration of Domicile recorded with the Pinellas County Clerk of the Circuit Court
- Current professional license indicating a home address in Pinellas County
- Record of criminal activity indicating a Pinellas County address when arrested
- Employment record indicating a home address in Pinellas County
- Bank, credit union, or similar documents indicating a home address in Pinellas County
- Letter from Pinellas County Shelter Provider stating Pinellas County residency

iv. Proof of Income

- Income must be at or below 200% of the 2017 Federal Poverty Guidelines.
- Income consists of wages, self-employment, contributions, and benefits (including SNAP), either earned or non-earned, from legal sources.
- Director approval is required for use of educational grants or scholarships as income. Student loans are NOT acceptable sources of income. In order to be eligible for assistance using student

aid as the primary source of sustainable income, the applicant must provide documentation of a demonstrated emergency which caused a significant change in their budget for living expenses AND must have already received the student aid or completed four (4) weeks of a semester with documentation of the disbursement timeline.

- All reported income and non-cash benefits must be documented with the most recently available 30 days pay or check stubs, employer letter, or benefits letter. Unless by exception, documentation must have been generated within 30 days prior to the submitted request.
- If self-employed, bank statements or self-employment records must be documented for the last three (3) months.
- If back-child support is a source of income, documentation must be provided that the child is over 18 years of age or no longer living in the home. If unemployment benefits are a source of income, documentation of future employment or length of receipt of benefits must be provided.
- In instances where recent overtime or supplemental income may cause an applicant to be over the income limits based upon the last 30 days, but the supplemental income is not regular or dependable, income should be calculated from the year-to-date total on a paystub, divided by the number of months covered.

Federal Poverty Level Income (FPL) Guidelines for 2017:				
Persons in Household	Gross Monthly Household Income at 100% of FPL	Gross Annual Household Income at 100% of FPL	Gross Monthly Household Income at 200% of FPL	Gross Annual Household Income at 200% of FPL
1	\$1,005	\$12,060	\$2,010	\$24,120
2	\$1,353	\$16,240	\$2,707	\$32,480
3	\$1,702	\$20,420	\$3,403	\$40,840
4	\$2,050	\$24,600	\$4,100	\$49,200
5	\$2,398	\$28,780	\$4,797	\$57,560
6	\$2,747	\$32,960	\$5,493	\$65,920
7	\$3,095	\$37,140	\$6,190	\$74,280
8	\$3,443	\$41,320	\$6,887	\$82,640
Each additional person add:	\$348	\$4180	\$697	\$8,360

v. Proof of Assets

For requests \$1,000.00 and above, applicants must not have available liquid assets above \$1,000.00, subject to Director review. Liquid assets include the applicant's savings and checking accounts, and an entire bank statement showing the past 30 days deposits, withdrawals, and charges (or statement received within the last 30 days) for each account shall be submitted for verification. A statement from an EPPI or SSI card may be used to verify assets if no bank account is held. Assessment of liquid assets will be included in the approval by the RRHFA.

vi. Required Documentation for Rent and Rental Deposits

- A 12-month lease and a W9 from the landlord are required for all rental deposit and assistance requests. If an executed lease is unavailable, a draft of the proposed lease, with the

client's name and the specific residence listed may be submitted, or the landlord may complete the landlord preapproval letter attached to this manual. A W-9 must be provided.

- If landlord is an individual and not a management or leasing company, the RRHFA will make every effort to verify property ownership in the Pinellas County Property Appraiser database at www.pcpao.org. The search may be done by owner name or property address.
- If the applicant receives Section 8 Tenant-Based Assistance, a Housing Assistance Payment Contract (HAP Contract) is required in addition to the lease agreement.
- All rent and utility deposits will be made in the client's name and will be held by the landlord in trust pursuant to standard landlord/tenant law. Any deposits will be returned to the client upon termination of the lease in accordance with landlord/tenant law for further use in establishing new residence.

3. DURATION/AMOUNT OF ASSISTANCE

Households are eligible for up to six (6) months of full or partial housing assistance, coupled with a housing case plan to establish the minimum financial assistance necessary to successfully stabilize the household. Assistance may include rent/utility deposits and payments as well as move-in costs. Requests for multiple types of assistance should be bundled when appropriate, taking into account the immediate health and safety needs of the applicant. When necessary, urgent items should be paid immediately upon receiving sufficient documentation (immediate health/safety needs, utility shut-offs, evictions) while items which may take longer to complete may be submitted separately.

The RRHFA Director and the Human Services Director will meet no less than monthly and will communicate frequently regarding program expectations. Exceptions of the duration/assistance limits may be approved at the Director level on a case-by-case basis. The amount of assistance will vary depending on the unique characteristics of the individual's crisis situation. The Directors' approval process would continue to apply to items and bundles \$1,000.00 and above.

4. RAPID REHOUSING FINANCIAL ASSISTANCE PAYMENT PROCESS

a. Payments

Online payments of **approved** items are made directly to the vendor using purchasing cards. If the vendor cannot be paid or the item cannot be purchased online, a check request is submitted for payment directly to the vendor. In rare instances, a restricted debit card may be provided directly to the client for the approved amount. All cards are time limited and must be returned to the RRHFA with receipts within seven days.

b. Fund Accountability

The RRHFA is responsible for tracking and reporting RRH applicant data, client demographic, eligibility and expenditure data, processing performance measures and approval rates. Most of this information will be reported from TBIN and the Fund Manager software. Human Services will have direct access to Fund Manager for ad-hoc reports as needed.

Funding for RRH financial assistance will be advanced to the RRHFA and shall be held in a separate bank account. A separate invoice will be submitted for the RRH financial assistance, and will consist of a cover letter signed by an authorized Agency representative, supporting documentation with detailed client specific data and receipts to justify eligibility and expenditures and any repeat requests, a copy of the monthly bank account statement for the bank account in which the pool is held, and a report of the director-approved exception expenditures for the month. Client specific backup documentation may be submitted electronically on a CD/DVD. **Specifically for rent requests:** in addition to the proof of emergency need and copy of a lease, the RRHFA will also submit a copy of the vendor's W-9 form and

the cancelled check signed by the vendor with the monthly invoice for reconciliation. The name on the W-9 MUST match the name on the cancelled check. For any Director-approved payments, an email of each Director's approval shall be attached to the client backup documentation. Any supporting documentation submitted by a client MUST have the client's name visible on the document.

Upon reconciliation and approval of the monthly invoice for the RRH financial assistance pool, the County will reimburse the RRHFA for expenditures until the entire contracted financial assistance pool amount is reached. The RRHFA will then continue to submit separate monthly invoices but will draw down against the emergency assistance pool until it is extinguished or the term of the contract is reached. In the event that funds remain in the assistance pool at the end of the contract term, the remainder shall be remitted to the County within 30 days of the final reconciliation, or rolled over into the new contract term upon continuation of the program.

5. ADMINISTRATIVE REQUIREMENTS

a. Use of Encryption

- i. Emails containing personal identifiable information (PII), personal health information (PHI), or other sensitive information about a client or caller should be encrypted prior to be sent to any and all receivers.
- ii. Emails should be encrypted to the recipient when the following items are included: personal identifiable information: client names, social security numbers or cards, dates of birth, gender, zip codes,
- iii. Personal Health Information: medication, diagnostic, treatment, or disease identification. Sensitive Information: case or call details, names of minors, income information, leases, utility bills, bank statements, addresses, phone numbers, or email addresses.

b. Appeals and Concerns

- i. Program Criteria: Appeals or concerns with program criteria shall be address to the County. Upon receipt of a concern, the RRHFA/RRHST shall issue a letter to the applicant directing them to contact the Pinellas County Human Services Financial Assistance Contract Manager.
- ii. Quality Assurance Review: Human Services will perform quality assurance on a random sampling of participants. If any participants are found to have committed fraud in obtaining financial assistance from the County, the County will notify the RRHFA/RRHST and the participant will be flagged and prohibited from further assistance in a Pinellas County Human Services program. The County will provide written notification to the participant of the findings and their subsequent ineligibility.
- iii. Fraud Rebuttal: Appeals or concerns with a disqualification due to a finding of fraud shall be addressed to the County. Upon receipt of a concern, RRHFA/RRHST shall issue a letter to the applicant directing them to contact Judi Anderson of Pinellas County Human Services at (727) 464-8400.
- iv. Eligibility Determination: Appeals or concerns regarding the eligibility determination of an applicant shall be submitted to the Exceptions Committee and are subject to Directors' review. All decisions of the Exceptions Committee are final.

c. Conflict of Interest

- i. Any individual homeowner, property manager, or landlord, who is also employed by or affiliated with Pinellas County Human Services or a Human Services contracted Provider Organization which works with vulnerable populations through a program designed to assist such populations, is prohibited from receiving payment directly or indirectly from the sale or rental of real property, personal property, or personal services, from participants in the subject program. This does not include registered non-profit organizations that serve as owners, property managers, or landlords for low-income or homeless housing.

- ii. This section does not preclude an employee or affiliated individual who is otherwise eligible as a *client* for this program from receiving assistance, in accordance with all other policies, procedures and section 112.313(6) Florida Statutes.
- iii. At the discretion of either Executive Director, a request for assistance by an eligible employee of a RRH provider, the County or a partnering agency may be elevated to a level 3 request regardless of dollar amount to prevent any actual or perceived conflict of interest in serving the applicant.

6. MEASURES, OUTCOMES & REPORTS

Rapid Rehousing Program Goals include:

- Reducing the time households are homeless – 30% of the households will access permanent housing within 30 days
- Increasing exits to permanent housing – 80% of assisted households will exit to permanent housing
- Increasing income through education, entitlements and/or employment-- 60% of participants
- Maintaining permanent housing six months after exit from program- 80% of participants
- Maintaining permanent housing one year after exit from program- 70% of participants

Rapid Rehousing Service Team Performance Measures Include:

Rapid Rehousing Fiscal Administrator Performance Measures Include:

- Average length of time to process complete applications
- Average length of time from processing complete application to issue of payment
- Responsiveness to HS/N and RRH-CM inquiries
- Compliance with TBIN and Fund Manager Data Entry
- Identification of additional and most appropriate funding sources
- Engagement of partners in use of Fund Manager
- Timely payment of initial and on-going financial support
- Continued verification of residency and eligibility via landlord and RRH-CM
- Maintenance of RRH Fund
- Compliance with eligibility and documentation requirements

Required service delivery outcomes may be amended to ensure compliance and achievement of County and community goals.

CITY OF ST. PETERSBURG

Housing and Community Development Department

Rental Assistance Program Guidelines

PURPOSE: The purpose of the Rental Assistance Grant program is to provide financial assistance to help prevent homelessness to individuals/households and to rapidly re-house the homeless. Assistance for homelessness prevention is assistance of up to 3 months and to rapidly re-house the homeless assistance may be provided up to 6 months. Assistance may be utilized for payment of security deposit, rent and utility deposits. Assistance will be provided to those currently residing in or needing assistance to reside within the city limits of St. Petersburg as their primary residence.

FUND SOURCE: State Housing Initiatives Partnership (SHIP) Program

ELIGIBILITY: Applicants over the age of 18 must be occupying the residence, or intend to occupy it, under a rental lease agreement with a owner/landlord or management company with at least 12 months remaining in the term and must occupy the residential rental property unit as their primary residence ("Residence").

Documented monthly and annual rental rate as of the date of the Grant must be compliant with SHIP maximum rent limits. Total household income cannot exceed 80% of the Area Median Income (AMI) for the St. Petersburg/Tampa/Clearwater geographic area as adjusted for household size. Priority consideration will be given to households whose income does not exceed 50% AMI.

2016 Area Median Income (AMI) and Monthly Rental Rate Guidelines

Maximum AMI Maximum Rents

ANNUAL ANNUAL ANNUAL

INCOME INCOME INCOME

30% ELI 50% VLI 80% LI EFF \$1,245

1 \$12,450 \$20,750 \$33,150 1 BR \$1,333

2 \$16,020 \$23,700 \$37,900 2 BR \$1,599

3 \$20,160 \$26,650 \$42,650 3 BR \$1,848

4 \$24,300 \$29,600 \$47,350 4 BR \$2,061

5 \$28,440 \$32,000 \$51,150 5 BR \$2,275

6 \$32,580 \$34,350 \$54,950

7 \$36,730 \$36,750 \$58,750

8 \$39,100 \$39,100 \$62,550 **EFF= Efficiency Rental Unit

PROPERTY: Eligible residential rental property must be 1) located within the City of St. Petersburg municipal boundaries; 2) occupied as the principal residence of the grantee; 3) inspected and compliant with HUD's Minimum Housing Quality Standards; 4) inspected for lead by visual inspection if built prior to 1978 with children 6 years of age or younger living in the household; 5) owned by Lessor and/or under contract with a management

company; 6) not in foreclosure; 7) not occupied by more persons than permitted by the landlord; and 8) be current with payment of annual real estate taxes.

DOCUMENTATION: Rental Assistance Application signed by all occupants over the age of 18

Photo Identification of all adult household occupants

Social Security cards for all household occupants

Birth Certificates of all household occupants under the age of 18

Third Party Verifications of Income (VOE) for all household occupants over the age of 18

If self-employed: Most Recent Quarterly Profit & Loss Statement & 2 Years Tax Returns

Evidence of child support, as required by the City

Proof of receipt of any non-cash Benefit (Food Stamps, Medicaid, etc.)

Budget Worksheet

Shelter Verification: eviction notice, court orders, hotel/motel receipts,

letter from friends or family with who being housed or such other documentation required by the City

Affidavit of Residency or Affidavit of Homelessness

Affidavit of Financial Support from family members or others

No Income Affidavit, if applicable

Copy of existing or proposed lease agreement

Proof that the manager has authority to manage the property on behalf of the owner

Verification of landlord's ownership

W-9 Form for owner of property, or manager if applicable

Utility deposit receipts (must include name and address)

Documentation as required by the City to support that the rental payment is sustainable

UNDERWRITING CRITERIA:

Households currently receiving assistance through a Federal government program such as Section 8 Voucher Program are not eligible for Rental Assistance unless moving into another dwelling unit of lesser rent requiring a security deposit. The "contracted rent" subsidized by Section 8 cannot exceed the Florida state rent limit as defined within.

The total amount of the rent must be sustainable to the tenant and co-tenants and the rent should not exceed 50% of the tenant's net income after deduction for income tax and social security.

The applicant(s) shall submit a "Household Budget Worksheet" at the time of application including an estimate for utilities and other fixed obligations.

The applicant must be currently employed with income that can be verified via third-party verification directly with the employer after any probationary period. Or for homeless persons, need to obtain a job within four months of initial assistance.

The application must be submitted with the landlord's agreement to participate in the Rental Assistance Program.

A proposed lease or existing 12 month annual lease must be submitted with the application for rental assistance.

The landlord (owner) or his or her management company must agree to the payment arrangement as it applies to disbursement of check issued by the city's Finance Department.

Any applicant currently indebted to the city in anyway is not eligible for rental assistance until such time the obligation has been satisfied.

Any applicant currently a party to a law suit for or against the City of St. Petersburg is not eligible for rental assistance until such time that the law suit has been settled in the Pinellas County Court of Law.

An explanation of any and all previous evictions must be submitted with the application.

2016-2019 Pinellas County Continuum of Care Emergency Solutions Grant Written Standards

Each Emergency Solutions Grant (ESG) funded service provider shall comply with the minimum written standards established by the Pinellas County Continuum of Care. Each provider may decide to set standards on their provision of ESG that exceed these minimum standards, but will at the very least, comply with the following:

GENERAL STANDARDS

PARTICIPANT ELIGIBILITY:

Minimum standards for evaluating individual and family eligibility for assistance under Emergency Solutions Grant (ESG) are:

- Street Outreach – People who qualify as ‘unsheltered homeless,’ based on category (1)(i) of the “homeless” definition found at 24 CFR 576.2 are eligible for the following activities, in compliance with federal ESG rules (24 CFR 576.101): engagement; case management; emergency health and mental health services; and transportation.
 - Emergency Shelter – People who qualify as ‘homeless,’ based on categories (1, 2, or 4) of the “homeless” definition found at 24 CFR 576.2 are eligible for the following activities, in compliance with federal ESG rules (24 CFR 576.102): case management; child care; education, employment and life skills services; legal services; health, mental health and substance abuse services; and transportation.
 - Homelessness Prevention – People who qualify as ‘at risk of homelessness,’ based on categories (2 or 4) of the “homeless” definition or based on the “At risk of homelessness” definition found at 24 CFR 576.2 and who reside in a housing unit that meets HUD’s habitability and lead-based paint standards and have an income.
- Rapid Re-housing – ESG-funded rapid rehousing will follow the standards as set forth below. People who qualify as ‘homeless,’ based on categories (1 or 4) of the “homeless” definition found at 24 CFR 576.2 and/or 578.3 and who are moving into a housing unit that meets HUD’s habitability and lead-based paint standards are eligible for the following activities, in compliance with federal ESG and CoC rules (24 CFR 576.104, 576.105, 576.106, 578.37, 578.51 and 578.77). Additionally persons receiving rapid rehousing through the ESG program must have incomes at or below 30% of the area median income (AMI) at annual recertification:
 - Housing Relocation and Stabilization Services: moving costs, rent application fees security deposits, last month’s rent, utility deposits, utility payments, housing search/placement, housing stability case management, mediation and legal services, credit repair/budgeting/money management
 - Rental Assistance: short-term (up to 3 months) and medium-term (4-24 months) rental assistance, up to 24 months total during a 3-year period in tenant-based or project-based housing. The 24 months may include a one-time payment for up to 6 months of rent arrears on the tenant’s portion of the rent. Rent amount must not exceed HUD’s published Fair Market Rent and the HUD standard for rent reasonableness (24 CFR 982.507). There must be a rental assistance agreement

between the landlord and agency and a written lease between tenant and landlord. Each provider offering rapid rehousing must reevaluate the need for continued assistance every 90 days. Continued assistance will be provided for up to three (3) months at a time. Participants in rapid rehousing must be offered case management no less frequently than monthly.

NOT ALLOWABLE: Mortgage and mortgage arrearage payments.

COORDINATED ASSESSMENT AND ENTRY:

Minimum standards for the coordinated entry system are:

- ESG - funded providers within the Continuum of Care's area, except for victim service providers, shall use the coordinated entry system.
- A victim service provider may choose not to use the Continuum of Care's assessment system. However, all victim service providers are required to use a centralized or coordinated assessment system that meets HUDS's minimum requirements.
- This shall include the use of a standardized assessment tool – the VI-SPDAT by all 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.
- Ongoing training and support will be provided to all CoC and ESG funded providers in the assessment, prioritization and placement process.

PROGRAM COORDINATION:

Minimum standards for 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 (HMIS):

Minimum standards for ESG data are:

- 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 (24 CFR 576.107).
- At least every two years, the Pinellas County CoC will engage in a procurement process to select the HMIS lead and to manage the HMIS system. The HMIS lead will be responsible for CoC and ESG activities. Continuity is a critical factor in a well-run HMIS system; therefore preference in the procurement may be granted to the existing provider.
- The HMIS provider will recommend to the CoC an HMIS software solution for the CoC.
- The HMIS lead is responsible for:
 - Maintaining and updating the HMIS data system
 - Providing training and support to all HMIS users
 - Generating regular reports based on HMIS data including counts of homeless persons and performance reports on CoC and ESG funded providers.

- Providing reports to HUD as required including the Annual Homelessness Assessment Report (AHAR).
- The CoC has also designated the HMIS lead agency to assist in implementing the system of coordinated entry to be used in the CoC.

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 30% of Area Median. In verifying income, ESG-funded providers are required to obtain third party verification whenever possible. Self-certification or verification is to be accepted only when all efforts have been made to obtain third party verification have not produced results.

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.

SAFETY, SANITATION AND PRIVACY:

Minimum standards for all shelters and program participant-occupied housing consist of compliance with the safety, sanitation & privacy requirements identified in 24 CFR 576.403 and 578.75, including:

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 – The 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 – The 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 – The shelter must have the necessary, properly operating heating/cooling facilities.
- Illumination and electricity – The 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 – The shelter must be in sanitary condition.
- Fire safety – Each occupied unit of the shelter must have at least one working smoke detector and when possible they should be near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas must have at least one working detector and there must be a second means of exiting the building in the event of an emergency.

Minimum standards for Rapid Re-housing:

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.

- 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.

CONFLICTS OF INTEREST:

Minimum standards for conflicts of interest are:

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 CoC 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:

Minimum standards for homeless participation are:

- 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:

Minimum standards for faith-based activities (24 CFR 576.406 and 578.87) are:

- 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. 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:

Minimum standards for minimizing the 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 the

State and HUD to determine whether ESG requirements are being met and comply with §576.500 and 578.103, including the following:

- CoC records shall include the following documentation related to establishing and operating the Continuum of Care:
 - Evidence that the Board selected meets the requirements of 578.5(b);
 - Evidence that the CoC has been established and operated as set forth in subpart B of 24 CFR part 578 including published agendas and meeting minutes, an approved Governance Charter that is reviewed and updated annually, a written process for selecting a board that is reviewed and updated at least every five years, evidence required for designating a single HMIS for the CoC, and monitoring reports of recipients and sub-recipients.
 - Evidence that the CoC has prepared the HUD application for funds in accordance with 578.9.
- 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 CoC 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

STREET OUTREACH STANDARDS

MINIMUM STANDARDS:

Targeting/Engagement:

Providers of Street Outreach services shall target unsheltered homeless individuals and families, meaning

those 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.

Assessment/Service Provision/Referral/Prioritization:

Individuals and families shall be offered an initial need and eligibility assessment and qualifying program participants, including those meeting special population criteria, will be offered the following Street Outreach services, as needed and appropriate: engagement, case management, emergency health and mental health, transportation services.

When appropriate based on the individual's needs and wishes, the provision of or referral to rapid rehousing services that can quickly assist individuals to obtain safe, permanent housing shall be prioritized over the provision of or referral to emergency shelter or transitional housing services.

EMERGENCY SHELTER STANDARDS

MINIMUM STANDARDS:

- Admission:
 - Providers of Emergency Shelter services shall admit individuals and families who meet the HUD definition of "homeless," as specified in 24 CFR 576.2 (1, 2, and 4) and agencies' eligibility criteria.
 - Providers of Emergency Shelter services must ensure that they are adhering to the Housing First philosophy in the following ways:
 - Admission screening and selection practices promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, and participation in services. Once enrolled in a program, use of alcohol or drugs in and of itself is not considered a reason for program termination but programs are expected to ensure the safety of all clients when developing policies for intervention/termination.
 - Very low to no barriers to continuing shelter. There are policies in place to avoid termination from the program due to common barriers and find alternative ways to stabilize client(s) who are facing these barriers.
 - Shelter services are focused on moving clients into permanent, stable housing as quickly as possible, based on the housing interventions most appropriate for the client utilizing the VI-SPDAT. Participants have a Housing Plan, not Services Plan.
 - Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly client-driven without predetermined goals.
- Assessment:

Individuals and families shall be offered an initial need and eligibility assessment and qualifying program participants, including those meeting special population criteria, will be offered

Emergency Shelter services, as needed. Assessment shall be based on the coordinated entry process employed by the CoC.

- Prioritization/Diversion/Referral:
When appropriate, based on the individual's needs as captured through the VI-SPDAT, the provision of or referral to Homeless Prevention or Rapid Rehousing services that can quickly assist individuals to maintain or obtain safe, permanent housing shall be prioritized over the provision of Emergency Shelter services.
- Reassessment:
Program participants will be reassessed as case management progresses, based on the individual service provider's policies.
- Discharge/Length of Stay:
Program participants shall be discharged from Emergency Shelter services when they choose to leave or when they have successfully obtained safe, permanent housing. Any Length of Stay limitations shall be determined by the individual service provider's policies and clearly communicated to program participants. Providers of shelter services are strongly encouraged not to discharge individuals and families who have not secured permanent housing and maintain those households in shelter until they can be placed in appropriate permanent housing.
- Safety and Shelter Safeguards for Special Populations:
Safety and Shelter Safeguards shall be determined by the individual Special Population service provider's policies and clearly communicated to program participants.

HOMELESS PREVENTION AND RAPID RE-HOUSING STANDARDS

ELIGIBILITY/PRIORITIZATION:

Minimum standards for determining and prioritizing which eligible families and individuals shall receive homelessness prevention assistance and which eligible families and individuals shall receive rapid rehousing assistance are:

- Rapid Re-housing (RRH) – To be eligible for RRH Relocation and Stabilization Services and Short-term and Medium-term Rental Assistance, people must:
 - Meet the federal criteria under category (1) of the “homeless” definition in 24 CFR 576.2
 - Meet the criteria under category (4) of the “homeless” definition in 24 CFR 576.2 and live in an emergency shelter or other place described in category (1) of the “homeless” definition.
 - Program participant's annual income, at annual review must be less than or equal to 30% of the Area Median Income
 - Lack sufficient resources or support networks to retain housing without ESG assistance.
- Homelessness Prevention (HP) – To be eligible for HP Housing Relocation and Stabilization Services and Short-term and Medium-term Rental Assistance, people must:

- Require HP services to prevent moving into an emergency shelter or another place described in category (1) of the “homeless” definition in 24 CFR 576.2
- Have an annual income below 30% of the median income for the area
- Meet the federal criteria under the “at risk of homelessness” definition in 24 CFR 576.2 OR Meet the criteria in category (2), or (4) of the “homeless” definition in 24 CFR 576.2.

Priority populations for ESG Rapid Rehousing:

- Families with children;
- Domestic violence survivors;
- Single persons without long-term disabilities; and
- Veterans, especially those persons who have served in the US military but are not eligible for services from the Department of Veterans Affairs (VA) or who are unable to access services from the VA.

PARTICIPANT CONTRIBUTION:

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

- 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. This file shall also contain a plan to sustain housing following the assistance, including either a plan to increase income or decrease expenses or both.
- **A lack of income when applying for program assistance should never be used as a reason to refuse assistance, as aligned with Housing First practices.** Instead, case management should focus on helping clients increase their mainstream resources, including but not limited to full-time employment where applicable.
- **Participants are not required to contribute rent.** Providers funded under ESG may pay up to 100 percent of the reasonable rent and utility costs for program participants. Providers may, at their discretion, choose to impose rental charges on participants. In the event that providers elect to charge rent or occupancy charges, these charges may not exceed those established in 24 CFR 578.77.
- Any additional requirements regarding the percentage or amount of rent and utilities costs each program participant shall pay shall be determined by the individual service provider’s policies and clearly communicated to program participants.

RENTAL ASSISTANCE DURATION AND ADJUSTMENT:

Minimum standards for determining how long a particular program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time are:

- Participants receive approval for the minimum amount of financial assistance necessary to prevent homelessness. Documentation of financial need shall be kept in the participant's file for each month of financial assistance received. Participants shall not be approved for more rental assistance than can be justified given their income and expenses at a given time.
- Approval for rental assistance shall be granted in **three month increments**. Providers must re-assess the continuing need for rental assistance before approving an additional three month increment. In no event will assistance under rapid rehousing exceed 24 months in any 36 month period.
- Any additional requirements regarding how long a program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time shall be determined by the individual service provider's policies and clearly communicated to program participants.

SERVICE TYPE, AMOUNT AND DURATION:

Minimum standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid rehousing assistance that each program participant shall receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance; or the maximum number of times the program participant may receive assistance are:

Housing Relocation and Stabilization Services:

- Housing search and placement services – Payment shall only be made for assisting participants to locate, obtain and retain suitable permanent housing through provision of the following services:
 - Assessment of housing barriers, needs and preferences
 - Development of an action plan for locating housing
 - Housing search
 - Outreach to and negotiation with owner(s)
 - Assistance with submitting rental applications and understanding leases
 - Assessment of housing for compliance with ESG requirements for habitability, lead-based paint and rent reasonableness
 - Assistance with obtaining utilities and making moving arrangements
 - Tenant counseling
 - Payment for housing search and placement services shall not exceed 24 months during any 3-year period.
- Housing stability case management:

Payment shall only be made for assessing, arranging, coordinating and monitoring the delivery of individualized services to facilitate housing stability for a participant who resides in permanent housing or to assist a participant in overcoming immediate barriers to obtaining housing through provision of the following services:

- Conducting the initial evaluation, including verifying and documenting participant eligibility

- Counseling
- Developing, securing and coordinating services and obtaining Federal, State and local benefits
- Monitoring and evaluating participant progress
- Providing information and referral to other providers
- Developing an individualized housing and service plan
- Conducting re-evaluations
- Payment for housing stability case management services provided while the participant is seeking permanent housing shall not exceed 30 days.
- Payment for housing stability case management services provided while the participant is living in permanent housing shall not exceed 24 months.
- Mediation – Payment shall only be made for the cost of mediation between the participant and the owner or person with whom the participant is living, if it is necessary to prevent the participant from losing the permanent housing where he/she resides. Payment for mediation services shall not exceed 24 months during any 3-year period.
- Legal services – Payment shall only be made for the cost of legal services, if they are necessary to resolve a legal problem that prohibits the participant from obtaining permanent housing or will likely result in the participant losing the permanent housing where he/she resides. Payment for legal services shall not exceed 24 months during any 3-year period. Assistance may NOT be provided for immigration and citizenship matters. Payment arrangements may NOT include retainer or contingency fee agreements. Eligible subject matters for legal services include: child support, guardianship, paternity, emancipation, legal separation, orders of protection for victims of domestic violence, appeal of benefit claim denials, landlord tenant disputes and resolution of outstanding criminal warrants. Only approved Legal Services provider through NHAP can provide ESG legal services.
- Credit repair – Payment shall only be made for the cost of assisting the participant in obtaining skills related to household budgeting, managing money, accessing a free personal credit report and resolving personal credit problems. Payment will not be made for a debt or modification of a debt. Payment for credit repair services shall not exceed 24 months during any 3-year period.

Financial Assistance:

- Use with other subsidies – Payment for Financial Assistance costs 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 the URA payments.
- Rental application fees – Payment shall only be made for fees charged by the owner to all applicants.
- Security deposits – Payment shall not exceed two (2) month's rent.
- Last month's rent – Payment shall not exceed one (1) month's rent and shall be included in calculating the participant's total rental assistance.
- Utility deposits – Payment shall only be made for gas, electric, water and sewage deposits.
- Utility payments - Payment shall not exceed 24 months per participant, including no more than 6 months of utility payments in arrears, per service.
- A partial payment counts as 1 month.

- Payment shall only be made if the utility account is in the name of the participant or a member of the same household.
- Payment shall only be made for gas, electric, water and sewage costs.
- Participants shall not receive more than 24 months of utility assistance within any 3-year period.
- Moving costs – reasonable one-time moving expenses are eligible.

Rental Assistance:

- Payment shall not exceed 24 months total during a 3-year period in tenant-based or project-based housing.
- Payment for short-term rental assistance shall not exceed 3 months.
- Payment for medium-term rental assistance shall be for more than 3 months, but shall not exceed 24 months.
- Payment for rent arrears shall not exceed 6 months and shall be a one-time payment, including any late fees
- Payment shall not exceed the Fair Market Rent established by HUD and shall comply with HUD's standard of rent reasonableness (24 CFR 982.507).
- Calculation of the rental payment amount shall only include monthly rent for the unit, any occupancy fees under the lease (except for pet and late fees) and if the participant pays separately for utilities, the monthly utility allowance established by the public housing authority for the area in which the housing is located.
- Payment for shall only be made when there is a rental assistance agreement between the agency and the owner, which sets forth the terms under which rental assistance will be provided, including the prior requirements; a requirement that the owner provide the sub-recipient with a copy of any notice to vacate given to the participant or any complaint used to commence an eviction action; and the same payment due date, grace period and late payment penalty requirement as the participant's lease.
- Payment of any late payment penalties incurred by the agency shall not be claimed for reimbursement.
- Payment shall only be made when there is a legally binding, written lease for the rental unit between the participant and the owner, except for payment of rental arrears.
- Payment shall only be made for units that have been inspected for HUD Housing Quality Standards and re-inspected no less frequently than annually. Rental assistance shall not be paid on behalf of any unit that does not meet Housing Quality Standards.

RE-EVALUATIONS:

Minimum standards for completing eligibility re-evaluations of individuals and families are:

- 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:

- The participant shall have an annual income that is 30 percent of median family income for the area or less, as determined by HUD; and
- The participant shall lack sufficient resources and support networks necessary to retain housing without ESG assistance.

Minimum Habitability Standards for Permanent Housing

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> a. There is a second means of exiting the building in the event of fire or other emergency. b. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. c. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. d. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
		11. <i>Lead-Based Paint:</i> The housing has no peeling, chipping, flaking, cracking or chalking paint.

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name: _____ g

Program Participant Name: _____

Street Address: _____

Apartment #: _____ Number of Bedrooms: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Print Evaluator Name: _____

MONTHLY BUDGET WORKSHEET

- Step 1: List all household income for the month.
 Step 2: List living expenses for the month (see reverse)
 Include money that should be set aside monthly for periodic expenses.
 Step 3: Subtract income from expenses.

If expenses are more than income determine what expenses can be reduced.

Step 1

Monthly Income	Estimate	Case Manager
Salary/Wages	\$	
Spouses Wages	\$	
Self-Employed	\$	
Social Security	\$	
Pension/Retirement	\$	
Interest on Accounts	\$	
Alimony/Child Support	\$	
Other's contribution to rent	\$	
Investment Dividends	\$	
Unemployment	\$	
Travel Reimburse	\$	
TANF	\$	
Other:	\$	
Total Take Home Income	\$	

Step 3

Enter Totals Here	Estimate	Case Manager
Monthly Take Home Income	\$	
Monthly Living Expenses	\$	
Total Over (+) or Short (-)	\$	

Step 3a

New Tenancy Move-in Costs *Only*	Case Manager MUST COMPLETE
Deposit	
First & Last	
Utilities	
TOTAL	

CASE MANAGER MUST COMPLETE

Rental Subsidy	
Amount of Subsidy	\$
Start Date:	

Food Stamps (Do NOT ADD to Income)	Estimate	Case Manager
Food Stamps		

Step 2

Pay Date Loans			
	Estimate	Case Manager	Creditor Name
Loan #1			
Loan #2			
Loan #3			
Loan #4			
Total Loan Amount Owed			

Step 2a

Credit Card Debt			
	Estimate	Case Manager	Creditor Name
Card #1			
Card #2			
Card #3			
Card #4			
Total Loan Amount Owed			

Name: _____ Date: _____

Monthly Living Expenses	Estimate	Case Manager
Fix Expenses		Verify
Rent Payment (DO NOT Include Rental Subsidy)		
Renter's Insurance		
Car Payment		
Credit Cards		
Miscellaneous		
Tax Installments		

Instructions:

Fill in your estimated monthly expenses in the column marked "estimate".

For your expenses, use recent monthly bills to average your expenses.

Be sure not to write in the Case Manager areas.

Child Support		
Savings		
Total Fixed Expenses	\$	\$
Flexible Expenses		
Groceries / Toiletries (DO NOT include groceries paid by food stamps)		
Meals Out		
School Lunches		
Electricity/Oil/Gas		
Water/Sewage/Garbage		
Telephone/Mobile Phone/Beeper		
Family Clothing		
Occupational Expenses		
Dry Cleaning/Laundry		
Gasoline		
Bus Fare/Ride Shares/Parking		
School - Tuition/Supplies		
Barber/Beauty Shop		
Books/Newspaper/Magazine		
Gifts/Parties/Holidays		
Cigarettes/Tobacco/Alcohol		
Baby Sitter		
Hobbies/Club Dues		
Medical/Dental/Optical/Medication		
Church/Charities		

COMMENTS

Married Divorced Significant Other
 Single Widow Roommate

DEPENDENTS

Yes No
 # _____

Child Support Owed? Yes No
 Current Behind

Pet Care		
Home Maintenance		
Cabel TV / Internet		
Vacations/Travel		
Total Flexible Expenses	\$	\$
Periodic Expenses		
IRS Payments		
Student Loans		
Health & Accident Insurance		
Auto Insurance		
Car Maintenance - Oil/Lub/Tires		
Total Periodic Expenses	\$	\$

Total Estimated Expenses

\$

Total CM Verified Expenses

\$

Name: _____ Date: _____

SAMPLE LANDLORD PRE-APPROVAL LETTER

This Letter should only be completed by the future Landlord/Property Manager/Owner of the Tenants listed below ONLY IF the client has been APPROVED and ACCEPTED as a Tenant, but has not provided RENT MONIES to sign a lease.

THE LEASE WILL BEGIN ON ____/____/____ **AND END ON** ____/____/____.

The Landlord/Property Manager/Owner, _____, has agreed to rent to the following listing to TENANTS(S): _____

And has/have APPROVED these TENANTS for the RENTAL PROPERTY located at: _____

Circle type of House/Apartment:

Single Family House Detached Semi-Detached House Apartment
 Manufactured Home

Number of TENANTS: _____ **Number of BEDROOMS:** _____

Number of BATHROOMS: _____

ITEMIZE MOVE IN EXPENSES: **TOTAL DUE TO MOVE IN \$** _____

APPLICATION FEE \$ _____

ADMINISTRATIVE FEE \$ _____

DEPOSIT FEE \$ _____

MONTHLYRENT FEE \$ _____

Utilities and Appliances: Please list below all expenses related to this property and note in the last column whether the Owner or the Tenant is responsible for the expenses.

Item	Electric	Natural Gas	Owner's or Tenant's Responsibility?
Heating			
Water Heating			
Air Conditioning			
Water			
Sewer			
Trash Collection			
Appliance: Range			
Appliance: Refrigerator			
Other:			

Signature of the Landlord/Property Manager/Owner

Date

EXHIBIT G

TBIN MINIMUM STANDARDS FOR RAPID REHOUSING PROGRAM

- Admission/tenant screening and selection practices promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, and participation in services. Once enrolled in a program, use of alcohol or drugs in and of itself is not considered a reason for program termination.
- Applicants are seldom rejected on the basis of poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that indicate a lack of “housing readiness.”
- Organization accepts referrals exclusively from the local Coordinated Entry System and/or entities with housing legislative rules for special populations (i.e., Magellan).
- Support services are voluntary and based solely on participant choice; lack of participation does not impact housing.
- Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly tenant-driven without predetermined goals. Participation in services or program compliance is not a condition of permanent housing tenancy, but Rapid re-housing programs may require case management as condition of receiving rental assistance.
- There is a process/system in place to assist households to find and secure appropriate rental housing for which they will be able to pay the rent after the financial; assistance ends.
- There is a process/system in place to provide rent and move-in- assistance: funding is adequate to provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance necessary to allow individual and or families to move immediately out of homelessness and to stabilize in permanent housing.
- The program designates staff whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the programs. Staff have the knowledge, skills and agency resources to: understand landlords’ perspective, understands landlord and tenant rights and responsibilities, and negotiate landlord supports.
- Staff are trained on housing identification, landlord tenant rights and responsibilities and other core competencies as well as the wider array of housing assistance available within the community.
- Program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- Program offers a standard, basic level of support to all landlords who lease to program participants. This support is detailed in a written policy distributed to landlords.
- When closing a case, the program provides information to landlords about how they may contact the program again if needed and what kind of follow-up assistance may be available.
- Program staff are trained on regulatory requirements of all rapid-rehousing funding streams and on the ethical use and application of program’s financial policies, including,

EXHIBIT G

TBIN MINIMUM STANDARDS FOR RAPID REHOUSING PROGRAM

but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.

- Program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant as well as a defined and objective standards for when case management and financial assistance should continue and end. Guidelines are flexible enough to respond to varied and changing needs of program participants, including participants with zero income.
- Program provides, when needed, either directly or through a formal agreement with another organization or agency, financial assistance for housing costs, which may include rental deposits, first month's rent, last month's rent, temporary assistance, or or/ utility assistance. The program has the capacity and policy to pay reasonable "back rent" and utility arrears that directly prevent a participant from being able to sign a lease.
- Assistance is offered without preconditions (such as employment, income, absence of criminal record or sobriety).
- There is a process/system in place to recruit landlords to provide housing opportunities. Program continually engages in the recruitment and retention of landlord partners and has methods of tracking landlord partners and unit vacancies, unit locations, characteristics and costs.
- There is a process/system in place to address potential barriers to landlord participation such as concern about short-term nature of rental assistance and tenant qualifications.
- There are case management and services in place which will help individuals and/or families identify and select among various permanent housing options based on their unique needs, preferences and financial resources.
- There are case management and services in place which will address issues which may impede access to housing (such as credit history, arrears and legal issues).
- There are case management and services in place which will help individuals and families negotiate manageable and appropriate lease agreements with landlords.
- There are case management and services in place which will make appropriate and time-related services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
- There is a process in place to ensure that case management should be flexible in intensity- offering only essential assistance until or unless the participant demonstrates the need for or requests additional help.
- There are case management and services in place which will monitor participants housing stability and be available to resolve crisis, at a minimum during the time rapid-re-housing assistance is provided.
- There are case management and services in place which will provide or assist the household with connections to resources to them improve their safety and well-being and achieve their long term goals. (Including providing or ensuring that the household has access to resources related to benefits, employment and community based services

EXHIBIT G

TBIN MINIMUM STANDARDS FOR RAPID REHOUSING PROGRAM

(if needed/appropriate) so they may sustain rent payments independently when rental assistance ends.)

- There are case management and services in place which will ensure that services provided are client-directed, respectful of individuals' rights to self-determination and voluntary. The participant is driving the case planning and goal-setting based on what they want from the program and services.
- There is a system/process in place to track the individuals/ and/or families in order to ensure they are permanently housed 12 months after they have been rapidly re-housed.
- Case manager's job description direct case managers to focus on housing and to use strengths - based practices focus on participant engagement and meeting the unique needs.
- The program has clear safety procedures for home visits that staff are trained on and that are posted clearly visible in office space and shared with program participants at intake and shared with participants and staff whenever changes are made.
- The program has clearly defined relationships with employment and income programs to connect program participants to when appropriate.
- Program participates in Tampa Bay Information Network and collect all required data standards and take steps to ensure quality data entry.
- Program participates in and accepts referrals from the Coordinated Entry System and participates in efforts to improve the efficiency and quality of referrals when necessary.
- The facility enters data into the Tampa Bay Information Network (TBIN) unless prohibited by confidentiality laws or accepted standards,
- The organization publishes a privacy policy describing its policies and practices for the processing of data and provides a copy of such policy to any individual upon request.
- The organization's privacy policy requires staff to inform clients of the purpose for data collection and explain all client rights concerning the collection and use of their private information.
- The organization requires each member of its staff to sign (annually or otherwise) a confidentiality agreement acknowledging receipt of a copy of the privacy policy and pledging to comply with the privacy policy. This agreement is updated when there are any significant changes to the agreement.

EXHIBIT H

DATA SHARING AGREEMENT

Data Sharing Agreement

WHEREAS, homelessness, substance abuse, mental health services, and human services are issues which cross many systems; and

WHEREAS, Pinellas County is interested in including program and service related information in the Pinellas County Data Collaborative (hereinafter referred to as ("Data Collaborative"), to better understand cross-system involvement; and

WHEREAS, organizations within Pinellas County are interested in understanding the extent that client populations move within systems to better serve the population needs; and

WHEREAS, the County is a member of the Data Collaborative; and

WHEREAS, the Data Collaborative has the ability to receive and analyze data in a secure manner to provide valuable system information.

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

1. The [Agency Name] will provide program information to include operational, fiscal, client service, and other program information in electronic format to the County for the sole purpose of research and policy development. This information will be provided quarterly or on an as needed basis as defined by the County.
2. This information will be crossed through the Data Collaborative with systems containing state and local information about involvement in criminal justice, human services, mental health, substance abuse, EMS and other systems as available for the sole purpose of understanding cross-system involvement for policy and planning.
3. The County will assure that the information used by the Data Collaborative will not be released, shared, or transferred in an identifiable manner to any organization and will be stored in a HIPAA compliant location.
4. The County will assure that confidential nature of any and all information with respect to any records and reports created or disseminated is maintained. The Parties also agree that the information will be used only for the purpose for which it was provided.
5. Modification of this agreement shall be made only by the consent of both Parties and shall include a written document setting forth the modifications and signed by both Parties. This agreement may be terminated with 30 days written notice to the other party.
6. The Parties shall assist in the investigation of injury or damages for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

EXHIBIT I

TBIN REQUIREMENTS

D

This organization agrees to maintain accurate and up-to-date agency and program listing with 2-1-1 Tampa Bay Cares, Inc. Additionally, this organization will list newly or update changed program data or programs no longer in operation with 2-1-1 Tampa Bay Cares, Inc. within thirty (30) calendar days of the date that the program change or addition. This organization can update their information through the 2-1-1 Tampa Bay Cares, Inc. in several ways:

- Through the online database at www.211connects.org by clicking the "Search Services" icon then registering for an account on the online database. Once you have a verified account, within your program and agency record on the online database, click the report incorrect information or verify information link on your listing above the map. See the YouTube video tutorial for assistance on www.211connects.org in the Community Partners Section on the "Update Your 2-1-1 Agency Listing" page.
- Calling on the phone to 727-210-4239 or by email at update@211tampabay.org and putting in a request for an update. Either of these methods will start a ticket so you can track your update process and communicate with 211 staff about your update needs.

This organization will review and update their data, at least once annually, or upon request by 2-1-1 Tampa Bay Cares, Inc. Finally, in times of disaster, this organization will respond to update inquires by 2-1-1 Tampa Bay Cares staff before, during, or after a disaster.

TBIN

This organization agrees to be an active participant in the Tampa Bay Information Network (TBIN) and remain in active compliance. TBIN is administered by 2-1-1 Tampa Bay Cares, Inc. on behalf of the Pinellas County Homeless Leadership Board, Inc. The Tampa Bay Information Network (TBIN) is a shared client management information system for basic needs health and human service agencies to measure. TBIN measures system-wide effectiveness of the progress of all homeless services organization in helping clients end homelessness. This organization's active participation and remaining compliant with data entry requirements in TBIN is required under this contract.

Active Participation

This organization will be considered an active participating agency at the moment they complete the following steps/documentation and are entering data into TBIN. Those items of steps/documentation include:

- Initial Discovery Site Visit by TBIN Staff
- TBIN MOU & HIPAA Agreement Signed and on file at 2-1-1 Tampa Bay Cares, Inc.
- Agency Administrator/Point of Contact Designation Form is on file at 211 TBC.
- All necessary staff have completed at least skill Level 1 Training & Homework.
- Data has been entered into the system in real-time.

This organization will be considered a "Pending TBIN Member Agency" if any of the above steps/documentation have not been completed. This organization will be considered "Not a participant" if they have not completed any of the above steps/documentation.

EXHIBIT I

TBIN REQUIREMENTS

Compliance

Compliance is measured after this organization has begun data entry into TBIN. In addition to data entry requirements, this organization must comply with all TBIN Policies and Procedures. Compliance will be reported to the homeless system of care monthly and annually through data quality report cards and status reports. These reports will come directly from the TBIN staff from data entered into the TBIN system by the TBIN Member Agency.

As long as the TBIN Member Agency is entering data and meeting all TBIN Policies and Procedures, they will be considered in compliance in Good Standing.

Reporting

In addition to the monthly report cards shared by the TBIN staff with all contract managers, This organization will submit TBIN reports outlined below.

- For non-housing organizations, they should submit the TBIN Client Served Report monthly for review by no later than the 15th of each month.
- For housing organizations, they should submit the TBIN Program Census Report in the Advanced Reporting Tool (ART) section and Entry/Exit Report in the basic reporting section by no later than the 15th of each month.

For more information, please contact the TBIN staff over the phone at 7272104239 or by email at tbina@211tampabay.org.

Repercussions

This organization agrees to remain a participating and compliant organization with the Tampa Bay Information Network (TBIN). All attempts will be made to work with this organization to ensure active participation and compliance. Failure to participate or remain in compliance will result in the end of funds being distributed to this organization and will adversely affect the scoring of future funding applications possibly disqualifying this organization from future funding opportunities.

Confidentiality, Privacy and Security

This organization will ensure that:

- It complies with all TBIN Policies and Procedures. See TBIN Policies and Procedures Manual.
- A Privacy Notice is posted in the client waiting area.
All clients have current Client Consent form and/or Client Release form on file or get one signed prior to entering client information into TBIN.

EXHIBIT I

TBIN REQUIREMENTS

- A client's refusal to sign a Client Consent form shall not preclude client from receiving services or be construed to preclude client from receiving services provided by the Agency. If a client refuses, document it on the form by writing "refusal" on the client signature line and have the case manager and a witness sign the form.
- Each workstation used for TBIN activity will have antivirus software installed and running.
- Network that provides internet our to access TBIN will have a firewall protecting the network. If no firewall, the computer will have the firewall enabled.
- Any email communication to any TBIN partner containing personal identifiable information on clients shall be sent through a secure method like with zendesk, sharepoint, or encrypted prior to delivery to the recipient.
- This organization shall not use or disclose any information which specifically identifies a recipient of services under this Agreement and shall adopt appropriate procedures for employees' handling of confidential information pursuant to applicable TBIN Policies and Procedures as well as federal, state or local law and related regulations.

In the event of improper disclosure of client information whether from TBIN or any other measure, this organization will inform the contract manager and the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization will take all necessary steps to correct and remedy any damage caused by the improper disclosure and will actively work to prevent future occurrences. If the disclosure involved TBIN, this organization will inform the TBIN staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization may be placed on corrective action and need to follow the process as outlined in the TBIN Policies and Procedures. This organization will follow all required TBIN staff recommendations to ensure the disclosure is not repeated.