

**AGREEMENT****SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and Homeless Emergency Project, Inc. DBA Homeless Empowerment Program, FL ("Contractor"), (individually, "Party," collectively, "Parties").

**W I T N E S S E T H:**

**WHEREAS**, the County requested proposals pursuant to 22-0215-P(LN) RFP for services, and Emergency Shelter and Case Management Services

**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, 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.
- E. **"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 the Statement of Work Exhibit 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. Execution of Agreement**

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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**3. 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, and the insurance coverage(s) required, within 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.

**4. 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 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** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. 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 goods and/or 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.

**5. Term of Agreement**

- A. **Initial Term** - The term of this Agreement shall commence on October 1, 2022, and shall remain in full force and for thirty- six (36) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** -  
The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

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**6. 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 ("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 below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$900,000.00, with an annual expenditure of \$300,000.00 per year, for Services completed and accepted herein if applicable, payable on a reimbursable basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
- 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 and Invoicing** - 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 the Notices Section 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.

**7. Personnel**

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.
- B. **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.
- C. **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

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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 the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

**8. 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 Confidential Information Section of this Agreement;
  - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 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 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 Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, 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 Confidential Information Section of this Agreement; 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**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.



**AGREEMENT****9. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**10. 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 agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**AGREEMENT**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellascounty.org](mailto:mcchartier@pinellascounty.org)**

**11. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 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.

**12. 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.

**13. Digital Accessibility**

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

**14. 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 stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**AGREEMENT****15. Liability and Insurance**

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused 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.

**16. 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.

**17. Orders**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

**18. Name Changes**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

**19. 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 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 Homeless Emergency Project, Inc. DBA Homeless Empowerment Program. 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 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 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.

**AGREEMENT****20. 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.

**21. Survival**

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**22. 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 (3) 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:

Attn: Human Services Department

Contracts Division

440 Court Street, 2<sup>nd</sup> Floor

Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Ms. Libby Stone, President/CEO

1120 N. Betty Lane

Clearwater, FL 33755

**AGREEMENT****23. 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 Contractor 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.

**24. 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.

**25. Amendment**

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

**26. 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.

**27. Applicable Law and Venue**

This Agreement and any and all purchases made hereunder 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.

**28. 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.

**29. 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.

**AGREEMENT****30. 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.

**31. Force Majeure**

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

**32. Entirety**

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

(Signature Page Follows)

<b>AGREEMENT</b>
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

Homeless Emergency Project, Inc. DBA Homeless Empowerment Program

By: Charlie Justice, Chairman

By:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

**AGREEMENT**

**EXHIBIT A - STATEMENT OF WORK**

**A. Program Staff and Services**

Implementation of the Family Transition Program (FTP), that includes but is not limited to:

**I. PROGRAM STAFF –**

1. **CONTRACTOR** will onboard the following staff to provide emergency shelter, case management and related supportive services:
  - a. 1 FTE Family Case Manager dedicated to serving FTP clients.
    - i. Contractor will provide supervisory and operational support to (1) FTE Family Case Manager to provide case management services, ensuring that staff are current in training for Pinellas Homeless Management Information System (PHMIS) and the Coordinated Entry Assessment and Service Prioritization Decision Assistance Tool (SPDAT). The Family Case Manager's responsibilities include, but are not limited to, the following:
      1. Provide appropriate assessment and intake for households entering emergency shelter, including but not limited to ensuring the CoC Coordinated Entry assessment has been completed, in PHMIS, within 72 hours of a household entering shelter, or as outlined in the CoC Coordinated Entry Policies and Procedures. Attachment 1 and Attachment 2.
      2. Implement brief, culturally appropriate evidence-based assessments during initial screenings to identify exposure to trauma and related symptoms. At the family's request, provide directly or through referral and warm handoff, information on trauma, impact and options for services.
      3. Provide case management for households as determined necessary by resource availability.
        - a. Family goals and needs will be identified in the housing planning phase and throughout their stay.
        - b. Face to face is the primary means of follow-up with families and are minimally contacted once a week to assess.
        - c. Report limited staff capacity that would impact face-to-face meetings due to staff members quarantining for variety of reasons related to COVID-19 (e.g. quarantining, children home from school, working elsewhere in the community to manage the COVID-19 response).
        - d. Case manager should provide referrals and warm handoffs to community-based resources and services.
      4. Ensure each family has a housing plan within three (3) days of project entry and establish housing goals within thirty (30) days to address the immediate housing crisis based on the SPDAT full assessment.
      5. Ensuring all families enrolled in the program have a signed agreement detailing their responsibilities, including the responsibility to work with case management to locate and move into permanent housing.
      6. Foster supportive relationships with hotels/motels and property owners.
2. **CONTRACTOR** will provide adequate on-duty staffing during the hours when clients will be in the shelter and off-site units, from the time of admission through discharge.

**II. PROGRAM SERVICES & PROCEDURES -**

1. **CONTRACTOR** will provide emergency shelter, case management and related supportive services to FTP clients. At a minimum, these services include:



**AGREEMENT**

- a. Provide emergency shelter bed placement for a minimum of thirteen (13) literally homeless households with minor children. Units will consist of eight (8) efficiency apartments located on the Homeless Emergency Project, Inc. campus and five (5) additional unit accommodations, offering a safe, protective environment for FTP clients.
- b. Provide case management and support services including, but not limited to, meals, workforce development, financial literacy and banking, and wellness services for FTP clients.
- c. Program will conduct intakes seven (7) days a week.
- d. Provide an initial assessment of the families' needs, development of a permanent housing plan, appropriate referral to case management services, and continued emergency shelter. In addition, services should include access to other basic needs such as health care, mental health/substance abuse screening and treatment, prescriptions, career development, as appropriate. Motivational interviewing techniques should be used to engage clients and encourage participation; however, participation in services is not a prerequisite to accessing shelter.
- e. Complete a Suicide Risk Assessment.
- f. Develop an individual treatment/housing plan within three (3) days of intake.
- g. Monitor changes in the clients' condition or circumstances, updating/revising the individual treatment/housing plan no less than once every thirty (30) days and provide appropriate interventions and linked referrals.
- h. Conduct ongoing monitoring and follow up with the client and providers to confirm completion of referrals, service acquisition, maintenance of services and adherence to services, including maintaining ongoing client contact at a minimum of one face-to-face every week, based on need.
- i. Actively follow-up by the end of the next business day with clients who have missed a case management appointment. In the event that follow-up activities are not appropriate or cannot be conducted within the prescribed time period, case managers will document reason(s) for the delay.
- j. Assist clients in resolving any barriers to completing referrals and accessing or adhering to services and determining appropriateness of services.
- k. Advocate on behalf of clients with other service providers.
- l. Empower clients to develop and utilize independent living skills and strategies.
- m. Ancillary services shall be made available to all clients but shall not be a prerequisite for entering shelter. Clients may or may not have income from sources such as employment, or long-term benefit programs such as Social Security, Supplemental Security Income, Veterans Compensation, Unemployment, etc., but should be encouraged to seek or apply for those sources of income available to them.
- n. Ensure that care is coordinated among the client, caregivers and service providers.
- o. Maintain client files to include the following documentation (at a minimum):
  - i. Description of all client contacts, attempted contacts and actions taken on behalf of the client
  - ii. Date and type of contact
  - iii. Risk assessment and crisis intervention
  - iv. Description of what occurred during the contact
  - v. Changes in the client's condition or circumstances
  - vi. Progress made toward achieving goals identified in the individual treatment/housing plan
  - vii. Barriers identified in goal process and actions taken to resolve them
  - viii. Linked referrals and interventions provided
  - ix. Current status and results of linked referrals and interventions
  - x. Barriers identified in completing linked referrals and actions taken to resolve them
  - xi. Time spent with, or on behalf of, the client
  - xii. Case manager's signature
- p. Partner with BayCare Health System, Directions for Living and Pinellas Ex-Offenders Coalition to provide on-site medical, mental health care and substance abuse counseling, as appropriate.

## AGREEMENT

- q. Provide dental and wellness services.
- 2. **CONTRACTOR** will operate as collaborative partners within the existing FL-502 Continuum of Care (COC), to include:
  - a. Adhering to: Pinellas County Continuum of Care FL 502 Written Standards and Minimum Standards for Approved Service Providers, and the Coordinated Entry System Policy & Procedures, as updated from time to time by the Homeless Leadership Alliance. (Attachment 3)
  - b. Participating in the Homeless System Front Door Flow and Coordinated Entry processes (including shelter prioritization list for coordinated referral), meetings, and staffing, as determined appropriate by the HLA.
  - c. Utilizing the FL-502 Pinellas Homeless Management Information System (PHMIS) to track relevant data on clients admitted into shelter, included use of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) screening tool, or other assessment as determined appropriate by the HLA.
  - d. Complying with any additional minimum standards developed, approved, and adopted by the FL-502 COC or HLA.
- 3. **CONTRACTOR** will work in collaboration with the **COUNTY** and any partnering funders to coordinate services among service providers, enhance service delivery, and address issues that arise within the program.
- 4. **CONTRACTOR** will maintain program data that include tracking of the emergency shelter utilization and demographics for approved households under this program.
- 5. **CONTRACTOR** will track and record situational case information such as average length of stay, positive and negative exits, and program for households under this program.
- 6. **CONTRACTOR** will manage and prioritize emergency shelter resources under this program for utilization and invoicing.
- 7. **CONTRACTOR** will ensure that program capacity is monitored and a minimum of thirteen (13) family units of emergency shelter beds and hotel/motel family units are maintained in addition to shelter currently supported by other funding sources.
- 8. **CONTRACTOR** will institute and maintain non-congregate shelter policies and procedures.

**B. Objectives, and Deliverables****I. MEETINGS, REPORTING & MONITORING –**

- 1. Quarterly Data Reporting
  - a. **CONTRACTOR** will submit quarterly reports to the **COUNTY**, consistent with the data elements, collection standards, and performance measures. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. The report formats shall be prescribed and provided by the **COUNTY**.
  - b. Performance measures include, but are not limited to:
    - i. Number of families served (minimum – 52 families annually)
    - ii. Number of nights (regardless of type)
    - iii. Average # of nights (regardless of type)
    - iv. 50% of households enrolled will exit, with a positive exit destination, within 90 days
    - v. 80% of households will exit to permanent housing
    - vi. 50% of adults will maintain/obtain their total income at project exit
    - vii. 85% of households exiting will remain permanently housed for 12 months after exit, and 100% of households will be assessed for Coordinated Entry
  - c. Reports shall be submitted to the **COUNTY** no later than thirty (30) days following the end of the quarter. Where no activity has occurred within the preceding period, the **CONTRACTOR** shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed.

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2. Program Meetings.

- a. **CONTRACTOR** will participate in programmatic and contractual meetings with the **COUNTY** no less than monthly to review program and staff capacity, system gaps and barriers, and outcomes and program accomplishments.

3. Monitoring.

- a. **CONTRACTOR** will comply with the **COUNTY** and departmental policies and procedures.
- b. **CONTRACTOR** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c. **CONTRACTOR** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d. **CONTRACTOR** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders within ten (10) days of the **CONTRACTOR's** receipt of the monitoring report.
- e. If the **CONTRACTOR** receives licensing and accreditation reviews, each review will be submitted to the **COUNTY** within ten (10) days of receipt by the **CONTRACTOR**.
- f. All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring Contractor in lieu of reports customarily required by the **COUNTY**.

II. ADDITIONAL TERMS AND CONDITIONS-1. Invoices -

- a. All requests for reimbursement payments must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **CONTRACTOR** representative, and accompanied by the documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, as applicable and required by **COUNTY**.
- b. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of each month. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.
- c. **COUNTY** shall not reimburse the **CONTRACTOR** for any expenditures in excess of the amount budgeted without prior approval or notification.
- d. **COUNTY** shall reimburse to the **CONTRACTOR** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.
- e. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.
- f. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.
- g. **CONTRACTOR** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. **CONTRACTOR** shall reinvest the program income into the program as approved by the **COUNTY** and/or deduct the program income from reimbursement requests. **CONTRACTOR** shall provide **COUNTY** with program income policy as applicable.
- h. **CONTRACTOR** will work to fill all positions within 30 days of program start up and will work to fill any vacancy throughout the contract term within 30 days of staff departure. Any failure to fill a vacant position within 30 days may lead to a prorated reduction in the monthly contract reimbursement amount based

## AGREEMENT

upon the position salary, at the sole discretion of the Human Services Director or his/her designee, until such time that the position is refilled.

2. Agreement Terms and Conditions

a. Housing First and Coordinated Entry.

- i. **CONTRACTOR** will support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care (CoC).
- ii. **CONTRACTOR** will operate from a low-barrier model, as defined as 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.
- iii. **CONTRACTOR** agrees to provide the COUNTY with an annual Housing First/Low Barrier Questionnaire as adopted by the HLA at the start of each contract period.
- iv. **CONTRACTOR** agrees to demonstrate status and efforts of the Housing First model upon request by the **COUNTY**.

b. Pinellas Homeless Management Information System (PHMIS).

**CONTRACTOR** agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the HLA, or similar system as required by the CoC. Additionally, **CONTRACTOR** agrees to provide designated **COUNTY** staff direct access to this program in PHMIS for the purposes of monitoring and quality assurance.

c. 211 Tampa Bay Cares Database.

- i. As a condition of receipt of funding award from the **COUNTY**, the **CONTRACTOR** agrees to:
- ii. List new or updated program data in the 211 Tampa Bay Cares, Inc. (211) online database.
- iii. Provide 211 with regular updates for program eligibility criteria, capacity, and availability.
- iv. The **COUNTY** may request documentation that verifies compliance with this Section.

d. HIPAA.

- i. **CONTRACTOR** understands and agrees that the **COUNTY**, as a political subdivision of the State of Florida, is a governmental entity that provides for health and welfare programs (Fla Stat. 125.01) and that the **COUNTY** is a Covered Entity as a payor of health care as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.
- ii. **CONTRACTOR** (Business Associate) 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 CFR 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 the **CONTRACTOR** shall disclose any policies, rules or regulations enforcing these provisions upon request.
- iii. **CONTRACTOR** (Business Associate) agrees to execute a HIPAA Business Associate Agreement upon execution of this Agreement with the **COUNTY** (Covered Entity).
- iv. **CONTRACTOR**, as the Business Associate, shall make available to the **COUNTY** any/all records pertaining to rendered services funded in total or in part by the **COUNTY** for the purposes of coordinating medical and behavioral health care treatment services, performing quality assurance reviews of services rendered by the **CONTRACTOR**, and conducting financial and program operational audits. The **CONTRACTOR** shall comply with requests from the **COUNTY** for access to requested information, including protected health information, within a timely manner and without restriction. The **CONTRACTOR** agrees that the **COUNTY** retains the specific right of access to all treatment records, plans, reviews, and essentially similar materials that relate to the services provided to clients/consumers under the terms of this Agreement. The **COUNTY** shall be entitled to make and retain possession of copies of any treatment plans, records, reviews and essentially similar materials which relate to the services provided to

## AGREEMENT

clients/consumers under the terms of this Agreement and the **CONTRACTOR** shall not restrict the **COUNTY** from such possession.

- v. The **CONTRACTOR** shall develop Data Sharing Agreements and/or Business Associate Agreements with local behavioral health providers, as necessary, to facilitate the exchange of health information and coordinate client care. (Attachment 4)
  - vi. As appropriate, **CONTRACTOR** shall ensure that clients complete releases of information (ROI) upon program enrollment. The **CONTRACTOR** shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. (Attachment 5) The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, and substance abuse information from the medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.
- e. Data Collaborative.  
In the fall of 1999, the Pinellas County Data Collaborative was established pursuant to Chapter 163.62 Florida Statute, which allows governmental and certain private agencies to share information. As a recipient of governmental funding, the **CONTRACTOR** agrees to participate in efforts to support the data collaborative, share data and allow for data submitted under this agreement to be shared with the data collaborative, and provide additional program and other information in an electronic format to the **COUNTY** for the sole purpose of data collection, research and policy development. The **CONTRACTOR** may also be required to execute a Data Sharing Agreement to facilitate information sharing.
- f. Documentation.  
**CONTRACTOR** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:
- i. Articles of Incorporation
  - ii. **CONTRACTOR** By-Laws
  - iii. Past twelve (12) months of financial statements and receipts
  - iv. Membership list of governing board
  - v. All legally required licenses
  - vi. Latest Contractor financial audit and management letter
  - vii. Biographical data on the **CONTRACTOR** chief executive and program director
  - viii. Equal Employment Opportunity Program
  - ix. Inventory system – (equipment records)
  - x. IRS Status Certification/501 (c) (3)
  - xi. Current job descriptions for staff positions and **CONTRACTOR** Organizational Chart
  - xii. Match documentation
- g. Emergency, Disaster, or Critical Event Response.  
Community partners are critical to effective community response in a disaster. The **CONTRACTOR** must effectively prepare their organization for continuity of services as necessary prior, during, and post disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:
- i. **CONTRACTOR** will work with the **COUNTY**, through its Human Services and Emergency Management Departments, to prepare and respond in the event of an emergency, disaster, or critical event response.
  - ii. **CONTRACTOR** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, as set forth above, including staffing plans where necessary and appropriate.
  - iii. **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program agrees to address needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

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- iv. **COUNTY** will seek to leverage the contracted skills and services of the **CONTRACTOR**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of **COUNTY** funded staff and resources under the agreement or other dedicated **CONTRACTOR** assistance to aid with community response.
  - v. Cooperative plans regarding preparedness and emergency event operations will be developed and maintained by the **COUNTY** and the **CONTRACTOR** as necessary for response. These plans will be implemented using the County's established activation process for events. For man-made or sudden onset events the **COUNTY** and the **CONTRACTOR** will discuss community impacts and decide how best to meet the community's response. Along with immediate response, the **CONTRACTOR** agrees to participate in follow-up activities to help stabilize the community in a coordinated manner such as resource connection events, outreach, and adjustments to service delivery to meet needs.
  - vi. If the **CONTRACTOR** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.
  - vii. **CONTRACTOR** will track and maintain detailed operational records when activated.
- h. Amendment/Modification.
- In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** which is attached hereto and incorporated herein as Attachment 6.

**AGREEMENT****EXHIBIT B - INSURANCE REQUIREMENTS**

The following insurance requirements are included in this agreement:

The **CONTRACTOR** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **CONTRACTOR** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. 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 three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate 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 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 endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **CONTRACTOR** to the **COUNTY** at least thirty (30) days prior to the expiration date.

**CONTRACTOR** 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 **CONTRACTOR** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org); and nothing contained herein shall absolve **CONTRACTOR** of this requirement to provide notice.

Should the **CONTRACTOR**, 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 **CONTRACTOR** for such purchase. 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.

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.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (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 the **CONTRACTOR**.

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- (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.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate 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 of Insurance. The **COUNTY** shall have the right, but not the obligation to determine that the **CONTRACTOR** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **CONTRACTOR**, 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 **CONTRACTOR** 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 the **CONTRACTOR**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:
- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

## Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/Contractor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent **CONTRACTOR**, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No exclusions for physical abuse or sexual molestation.

## Limits

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000



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3) **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
General Aggregate	\$1,000,000

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.

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
General Aggregate	\$1,000,000

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

<b>AGREEMENT</b>
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**EXHIBIT C - PAYMENT SCHEDULE**

	ANNUAL COST			
Total Program Cost	Year 1	Year 2	Year 3	Total Three (3) Year Amount
One (1) FTE Case Coordinator and (13) Family Units (as described in RFP)	\$300,000.00	\$300,000.00	\$300,000.00	\$900,000.00

OPTIONAL SERVICES	Year 1	Year 2	Year 3
Additional (1) FTE Case Coordinator	\$44,928.00	\$46,276.00	\$47,664.00
Additional (5) Family Emergency Shelter Units	\$196,200.00	\$196,200.00	\$196,200.00
Total Optional Services Annual Contract Amount	\$241,128.00	\$242,476.00	\$243,864.00

## Optional Additional Service Buy-In for Municipalities and other funders

The County agrees to reimburse the Contractor for the following during the term of this Agreement:

A. An amount not to exceed the fee schedule above for the term of the agreement, for staff and operational expenses for administering the Program. The Contractor shall request reimbursement from the County on a monthly basis via invoice. The invoice 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.

B. Program expenditures are not to exceed the annual budget totals. At the start of each fiscal year, Contractor shall provide an updated Annual Budget and Operational Narrative for Staff and Operations expenditures for the fiscal year and shall have procedures in place to ensure availability of services throughout the fiscal year within the approved budget. (ATTACHMENT 7)

## AGREEMENT

**EXHIBIT D - PAYMENT/INVOICES****PAYMENT/INVOICES:**

CONTRACTOR 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 Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR 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:**

**Contractor 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 Contractors 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](http://www.pinellascounty.org/purchase)).

**AGREEMENT****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 Contractor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the Contractor 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 Contractor 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 Contractor and the County about payment of a payment request or an invoice then the Contractor 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the Contractor'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.

# Pinellas County Continuum of Care FL 502 Written Standards

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## Introduction

The Pinellas County Continuum of Care (CoC) is responsible for coordinating and implementing a coordinated homeless response system to meet the needs of persons experiencing or at imminent risk of homelessness within our geographic area (Pinellas County).

Both the Emergency Solution Grant (ESG) and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) program rules state that each Continuum of Care must establish written rules for the administration of ESG and CoC assistance. All programs that receive ESG or CoC funding are required to abide by these written standards. The CoC strongly encourages programs that do not receive either of these funds to utilize these written standards for consistency purposes.

Most of these standards are informed by the ESG and/or HEARTH Rules and were developed in consultation with CoC and ESG recipients. These partners provided valuable input from the perspective of direct service providers including Homelessness Prevention (HP), Street Outreach (SO), Emergency Shelter (ES), and Rapid Re-housing (RRH).

Additional standards from the State of Florida are also included to support Coordinated Entry (CE) goals, enhance CoC performance outcomes, and to help the CoC reach the goal of ending homelessness in our region. This is a living document that will evolve with service needs and funder requirements.

## Overview of Programs

### Continuum of Care Program

The Continuum of Care is a local planning body that coordinates funding for housing and services for homeless families and individuals in Pinellas County, Florida. The Lead Agency for the CoC is the Homeless Leadership Alliance of Pinellas.

The Continuum of Care is focused on reducing first time homelessness and helping individuals who are literally homeless as defined by the U.S. Department of Housing and Urban Development (HUD). Projects funded through the CoC aim to assist persons experiencing homelessness obtain and maintain permanent housing by providing wraparound services to increase the participant's likelihood of success.

### Emergency Solutions Grant Program

The U.S. Department of Housing and Urban Development awards the Emergency Solutions Grant (ESG) program to entitlement jurisdictions and the State of Florida. The State is required to distribute the grant for projects operated by local government agencies, private non-profit organizations, or a combination of the two. ESG Funds are awarded to CoC Lead Agencies by the Florida Department of Children and Families (DCF) through an annual grant application process.

The ESG program is designed to improve the quality and quantity of emergency shelters for persons experiencing homelessness and assist with the costs associated with operating emergency shelters. ESG



funds allow persons experiencing homelessness to have access to safe, sanitary, habitable, and functional shelter. These funds also provide services and assistance to those experiencing homelessness with a focus on homelessness prevention. ESG funds can be used for a variety of services, including emergency shelter, short or medium-term rental assistance, housing search and placement, utility arrears, and housing stability case management.

In 2017, the updated ESG Interim Rule broadened existing emergency shelter and homelessness prevention activities by expanding prevention as an eligible use and adding a rapid rehousing component. The interim rule updated the annual action plan requirements to include written standards for the provision of ESG assistance and performance standards for evaluating ESG activities. The Pinellas County CoC is a recipient of HUD ESG funds, and the HLA administers the funds to eligible organizations referred to as sub-subrecipients.

The funds under this program are intended to target two populations:

- Individuals and families who are currently in housing, but are at risk of becoming homeless, and in need of temporary rent, utility, or moving assistance to prevent them from becoming homeless.
- Individuals and families who are experiencing homelessness and need temporary assistance to obtain and retain housing.

HUD expects these resources to be targeted and prioritized to serve households that are most in need of temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, after ESG concludes. ESG assistance is not intended to provide long-term support for program participants, nor will it be able to address all the financial and supportive services needs of households that affect housing stability. Rather, ESG assistance should be focused on housing stabilization, linking program participants to community resources and benefits, and helping them develop a plan for future housing instability.

ESG funds may be used for administrative activities as well as the following program components:

- Street outreach,
- Emergency shelter,
- Homelessness prevention,
- Rapid re-housing assistance, and
- Homeless Management Information Systems (HMIS)

Full details on eligible program components and activities are set forth in 24 CFR 576.101 through 24 CFR 576.107.

## Definitions

### *Literal Homelessness*

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

violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and:

- a. Has no other residence; and
- b. Lacks the resources or support networks like family, friends, faith-based or other social networks, to obtain other permanent housing.

#### *At-Risk of Homelessness*

1. An individual or family who:
  - a. Has an annual income below 30% of the median family income for the area, as determined by HUD; and,
  - b. Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place unfit for human habitation; and meets one of the following conditions:
    - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance; or
    - ii. Is living in the home of another because of economic hardship; or
    - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
    - iv. Lives in a hotel or motel not paid by charitable organizations or government programs; or
    - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons; or
    - vi. Lives in a larger housing unit in which more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; or
    - vii. Is exiting a publicly funded institution, or system of care (such as a health- care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - viii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
2. A child or youth who does not qualify as homeless under this section, but qualifies as "homeless" under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as homeless under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child is living with her or him.

### *Chronically Homeless*

A homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, an emergency shelter, or an institutional care facility.

- The individual must have been living as described above continuously for at least 12 months, or on at least 4 separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

### *Continuum of Care (CoC)*

A group of representatives who plan for and provide a system of outreach, engagement, and assessment to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

- Representatives may include nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons.

### *Emergency Shelter*

Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless which does not require occupants to sign leases or occupancy agreements.

### *Homeless Management Information System (HMIS)*

The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards. HMIS is used to collect client-level data on the provision of housing and services to homeless individuals, homeless families, and persons at-risk of homelessness.

### *Homelessness Prevention*

Housing relocation and stabilization services and short or medium-term rental assistance to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in Homeless Category 1 of Appendix A: HUD Definition for Homeless.

### *Private Nonprofit Organization*

A secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 which is exempt from taxation under subtitle A of the Code. A private nonprofit organization has a voluntary board and does not include a governmental organization. A private nonprofit organization must have an accounting system and must practice nondiscrimination in the provision of assistance.

### *Program Participant*

An individual or family who is assisted under any CoC or ESG program.

### *Rapid Re-Housing (RRH)*

Housing relocation and stabilization services and/or short or medium-term rental assistance to help individuals or families living in emergency shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

### *Street Outreach (SO)*

Essential services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care.

### *Subrecipient*

A local government or private nonprofit organization to which a recipient makes available CoC and/or ESG funds.

### *Victim Service Provider*

A private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

## **Standards for All Project Types**

### **Guiding Principles**

#### *Housing First*

Housing First is a programmatic and systems approach that prioritizes the provision of permanent housing to people experiencing homelessness quickly and without preconditions or service participation requirements. This approach is guided by the belief that people need necessities like food and shelter before they can attend to secondary concerns like getting a job, budgeting, or substance use issues. Housing first is not only about housing. It is housing plus participant driven services, connection to mainstream resources, and community integration. Housing is the foundation upon which healing begins for persons experiencing homelessness.

#### **Core Elements of Housing First at the Project Level:**

- Access to projects is not contingent on sobriety, minimum income requirements, lack of a criminal record (including status on the sex offender registry), completion of treatment, participation in services, or other unnecessary conditions.
- Projects do everything possible not to reject a household based on poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that are interpreted as indicating a lack of "housing readiness."
- People with disabilities are offered clear opportunities to request reasonable accommodations during screening processes and tenancy. Building and apartment units include special physical features that accommodate disabilities.
- Housing and service plans are highly tenant driven.
- Participation in services is voluntary and not a condition of tenancy but can and should be used to engage participants and ensure housing stability persistently and progressively.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use and addiction are a part of some tenants' lives. Tenants are engaged in non-judgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
- Substance use in and of itself, without other lease violations, is not considered a reason for eviction

### *Housing Focused Problem Solving*

Assistance provided to households at-risk of or experiencing homelessness is focused on moving to and maintaining permanent housing. Wherever possible, persons arriving at the “front door” of the homelessness emergency response system should be diverted to a permanent housing situation rather than being serviced by emergency shelters and transitional housing.

Housing focused problem-solving involves strengths-based conversations to empower households that help to identify alternative housing options either to avoid homelessness or to exit homelessness as quickly as possible. Housing focused problem-solving can be utilized to divert households not prioritized for more intensive housing and service options.

The goal of problem-solving is to explore creative, flexible, and safe, cost-effective solutions to quickly resolve the housing crisis. problem-solving seeks to empower households by having an unwavering respect for their strengths, goals, and preferences. The homeless emergency response system can help the household regain a sense of control by focusing on their strengths and resiliency.

### *No Wrong Door Coordinated Entry and Resource Prioritization*

The Coordinated Entry process (CE) aims to help each household that experiences homelessness get the appropriate type of service intervention in the most efficient manner. Assistance is prioritized based upon level of acuity, vulnerability, severity of service needs, and length of time homeless. The CoC operates a coordinated entry process in which there is “no-wrong-door” to access housing and services. Any provider can participate in the coordinated entry referral process. Individuals can self-refer through the 2-1-1 Tampa Bay Cares’ Homeless Hotline (HHL) and are provided access to a HHL Care Coordinator for diversion mediation and referral.

### *Person Centered Approach*

A person-centered approach is where the person is placed at the center of the service and treated as a person first. The focus is on the person and what they can do, not their homelessness or the circumstances that brought them to homelessness. Support focuses on achieving the person's aspirations and should be tailored to their needs and unique circumstances. The CoC integrates a person-centered approach into participant choice, which includes location and type of housing, level of services, and other options where households can participate in their decisions.

### *Trauma Informed Care*

Homeless services have an important role in addressing the long-lasting effects of trauma and also in preventing further trauma. It is important that services recognize the significance of violence and trauma exposure in understanding their clients’ problems and address them successfully by developing trauma-informed approaches. Trauma from the experience of homelessness reflects a failure of services to provide housing and support, and at worst re-traumatization because of punitive power structures and responses to the behaviors arising from the experience of compound trauma. The bigger the delay in getting the person into housing, the more psychological barriers are created by the experience of homelessness. To prevent a vicious cycle, housing should be obtained as quickly as possible to minimize the potential of additional traumatic experiences. A trauma informed service incorporates an understanding of trauma in its work. This also means that the providers and staff become aware how various symptoms and behaviors represent adaptations to traumatic experiences. This includes staff training that is monitored by the CoC to ensure services such as routine screening for traumatic histories and an assessment of safety are completed.<sup>1</sup>

### *Strength/Asset-Based Approach*

An asset-based approach focuses on the inherent strengths of participants and utilizes these personal strengths to aid in the achievement of the participants' goals. Specific CoC values include:

- Every individual, group, family, and community have strengths.
- Trauma, illness, and struggle may be harmful, but they may also be sources of challenge and opportunity.
- There is no limit to a person's growth, achievement, or success.
- We best serve participants by collaborating with them.
- Every environment is full of resources.
- Supportive services culture incorporates a progressive engagement model and Motivational Interviewing as a best practice for delivery of services.

### Homeless Management Information System (HMIS) Participation

The Homeless Management Information System (HMIS) is the backbone of service coordination and collaboration. Per HUD regulation, all CoC and ESG funded projects are required to track program and client level data in HMIS and comply with Pinellas HMIS Policies and Procedures<sup>2</sup> and workflows. All agencies serving persons experiencing homelessness are encouraged to contribute to HMIS. Victim service providers are not required to enter or track data through HMIS as a safety measure for survivors, however another comparable database must be maintained that meets all HMIS data standards when utilizing CoC and/or ESG funds.

### Access to Mainstream Resources

CoC and ESG funded projects are required to certify coordination and integration of homeless programs with other federal mainstream resources (i.e., health, social service, and employment programs) for which people may be eligible. Utilizing mainstream resources provides program flexibility, meets HUD match requirements, increases movement out of homelessness, and leverages other resources.

- Examples of mainstream resources include Medicaid, State Children's Health Insurance Program, VA Healthcare, Food Stamps, Temporary Aid for Needy Families (TANF), Supplemental Security Income (SSI/SSDI), and Workforce Investment Act (WIA).

### Grievance Procedures

The CoC Grievance Subcommittee acts on behalf of the Pinellas CoC Board to resolve grievances and determine a course of action. Grievance Subcommittee Membership consists of the Executive Committee Chair and Vice Chair, and three (3) additional members. The Grievance Subcommittee resolves issues with respect to funding, HMIS issues, and denial of membership. The Subcommittee establishes its own rules, processes, and procedures for submitting and resolving grievances.

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<sup>1</sup> EUROPEAN FEDERATION OF NATIONAL ORGANIZATIONS WORKING WITH THE HOMELESS, (2017)

[HTTPS://WWW.FEANTSA.ORG/DOWNLOAD/FEANTSA\\_TRAUMAANDHOMELESSNESS03073471219052946810738.PDF](https://www.feantsa.org/download/feantsa_traumaandhomelessness03073471219052946810738.pdf)

<sup>2</sup> [HTTPS://PINELLASHMIS.ZENDESK.COM/HC/EN-US/CATEGORIES/115000252954-POLICIES-AND-FORMS](https://pinellashmis.zendesk.com/hc/en-us/categories/115000252954-POLICIES-AND-FORMS)

## Intervention Specific Standards

### General Requirements for ESG

1. All client files must contain documentation on the current housing status at intake and determination of a client meeting one of the established HUD definitions of “homelessness” to help determine the type of assistance to be provided.
  - a. Re-evaluations, including income using 24 CFR Part 5 requirements are required upon intake and once every three months to ensure continuous eligibility.
  - b. Case management meetings with heads of households are required at least once per month.
2. Duration of rental assistance:
  - a. Short Term - Up to 3 months
  - b. Medium Term - An additional 9 months (Total of 12 months)
3. Maximum Level of Assistance:
  - a. Financial Assistance: Maximum of \$3,000 per household for rent deposits, moving costs, storage, utility, and rental arrears.
  - b. Rental Assistance: Maximum of \$1,300 per household, per month in combined rent and utilities.
  - c. Total Maximum: Up to \$10,000 (not including financial assistance) over 12 months.
    - i. To exceed the maximum, the provider must case conference with Homeless Leadership Alliance of Pinellas’ (HLA) Director of Quality and Performance Improvement.
4. Landlord and utility vendor payments must be paid directly to the landlord or vendor.
  - a. ESG Minimum Habitability Standards must be satisfied.<sup>3</sup>
  - b. Fair Housing market rates apply.<sup>4</sup>
  - c. Lead-based paint remediation and disclosure applies to all ESG funded housing.

### Homelessness Prevention

The CoC encourages homelessness prevention programs to focus on serving households that are most likely to become homeless. By targeting these households, communities increase their odds limited resources will return maximum results.

#### Prevention Requirements

1. Individuals and families must have incomes below 30% of the area median income (AMI) at intake, and incomes that do not exceed 30% of AMI at re-evaluation which must take place no less than once every 3 months.
2. Prevention must involve case management to develop and implement case plans for the individuals, which link individuals to supportive services that help them maintain stable housing.
3. Sub-recipients who receive funding through ESG for homelessness prevention will be subject to the following requirements:
  - a. Staff and volunteers who interact with clients must participate in diversion training offered by the CoC annually.
  - b. Staff must provide information on programs and give assistance accessing these programs



if the programs may meet identified client needs. Programs may include but are not limited to:

- i. 211
- ii. Social security benefits
- iii. Food stamps assistance
- iv. Affordable housing database
- v. Job training programs
- vi. Health services
- vii. Education programs
- viii. Services for victims of domestic violence
- ix. Veteran services

#### *Eligible Prevention Services*

1. Housing relocation and stabilization services including but not limited to:
  - a. Rental application fees, security deposits, last month's rent, utility payments, moving costs, housing search and placement, housing stability case management, mediation, and legal services.
2. Short-term or medium-term rental assistance.
  - a. Assistance can be short-term or long-term and can be more than one-time assistance.

Individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving housing or rental assistance.

#### Performance Indicators for Prevention Programs

- At least 90% of individuals remain in or exit to permanent housing at program exit.
- At least 75% of individuals will remain in housing 12 months after project exit.

3 [HTTPS://FILES.HUDEXCHANGE.INFO/RESOURCES/DOCUMENTS/ESG-EMERGENCY-SHELTER-AND-PERMANENT-HOUSING-STANDARDS.PDF](https://files.hudexchange.info/resources/documents/ESG-EMERGENCY-SHELTER-AND-PERMANENT-HOUSING-STANDARDS.PDF)

4 [HTTPS://WWW.HUDUSER.GOV/PORTAL/DATASETS/FMR/FMRS/FY2021\\_CODE/2021SUMMARY.ODN](https://www.huduser.gov/portal/datasets/fmr/fmrs/fy2021_code/2021summary.odn)

## Emergency Shelter

The CoC has established minimum standards for emergency shelters operating within the CoC and/or those who are funded through the ESG Program. The following standards for safety, sanitation, and privacy align with the ESG Program interim rule. Standards for Emergency Shelter ESG-CV can be found on page 29.

### Shelter Habitability

1. The facility must comply with all applicable building, housing, zoning, environmental, fire, health, and safety codes including but not limited to:
  - a. Properly operational windows and doors
  - b. An adequate number of showers and toilets
  - c. Heating units for Winter and the ability to create airflow in the Summer.
2. A bed, crib, cot, or a mat with clean and appropriate bedding must be provided for each client except in extenuating overflow situations.
3. First aid equipment and supplies are always available and accessible.

### Shelter Policies and Procedures

1. The following policies are required to be posted in each emergency shelter:
  - a. Emergency contact numbers
  - b. Emergency procedures
  - c. House rules and regulations
  - d. Disciplinary and grievance procedures
  - e. Consent and non-consent to searches
    - i. Clients must also be verbally informed of the policy and receive it in writing. This does not apply to temporary shelter due to emergency situations.
2. A designated space for locking and securing client files is required.
  - a. A written intake and client record file that includes intake interviews and records of services provided must be maintained.
3. A cultural competency plan is required.
  - a. This should include access to translation services for persons with limited English proficiency.
4. A policy and procedure for storing, securing, and retrieving residents' medication is required.
  - a. A medication log must be maintained as client medications are distributed.
5. A policy and procedure for referring residents to a medical facility for health examinations and medical care, emergency treatment, and follow-up visits is required.
6. A policy and procedure for reporting child and elder abuse is required.

### Intake Procedures and Client Rights

1. Support services must be voluntary and allow for participant choice.
2. Shelters must have a written document outlining clients' rights.
  - a. A copy must be provided to residents upon intake and receipt of this policy must be acknowledged in writing by the residents and maintained by the provider.
  - b. Accommodations for literacy and language barriers must be made.
  - c. Clients' rights must include:
    - i. If/how rules and regulations are modified during a State of Emergency.
    - ii. Instructions for grievances and appeals.
    - iii. Access to public education for children and youth.
    - iv. Participation in any program ordered by the justice system.
3. Shelters must review project rules and guidelines upon intake and receipt of this policy must be

acknowledged in writing by the residents and maintained by the provider. Guidelines may include but not limited to:

- a. The re-release of information
- b. Confidentiality and privacy
- c. Data collection
- d. HIPPA rules

### *Staff and Volunteer Requirements*

1. All staff and volunteers must be identifiable to clients and visitors.
2. Annual training is required for staff and volunteers in the following areas:
  - a. Relevant community resources and social service programs
  - b. Client rights
  - c. Ethics, code of conduct, and confidentiality
  - d. Safety
  - e. HIPAA
  - f. ADA
3. Additionally, annual training is required for staff in the following areas:
  - a. Emergency evacuation
  - b. First aid and CPR procedures
  - c. Counseling skills and de-escalation
  - d. Screening procedures and reporting protocols for confirmed or suspected infections
  - e. Trauma-informed communication
  - f. Cleaning & Disinfecting Surfaces
  - g. Cleaning Bodily Fluids
  - h. Hand Hygiene
  - i. Proper Waste Disposal
  - j. Using Personal Protective Equipment
  - k. Safe Food Handling

### Performance Indicators for Shelter Programs

- At least 30% of individuals in ES projects will exit to anywhere other than homelessness.
- ES projects will have no more than 23% of individuals who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit (based off SPM, clean data).
- ES projects will have no more than 37% of individuals who exited to permanent housing return to ES, SH, TH or SO within two years of exit (based off SPM, clean data).

### Rapid Rehousing

Rapid Re-Housing (RRH) is available to help those who are experiencing homelessness be quickly and permanently housed. RRH provides housing relocation and stabilization services, and short or medium-term rental assistance as needed. Households experiencing homelessness should move as quickly as possible to permanent housing and achieve stability in that housing. Programs must follow any additional eligibility criteria set forth in the NOFA/RFP through which a project was funded and the grant agreement.

## Minimum Standards for Rapid Re-Housing Assistance:

- Participation in RRH programs cannot exceed 24 months in any three-year period.
- Supportive services must be offered throughout the duration of stay in housing.
- Participants are required to meet with a Housing Stability Case Manager not less than once per month to assist in ensuring long-term housing stability.
- Participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The lease must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
- A participant's resources and support networks necessary to retain housing without assistance must be evaluated using the Service Prioritization Decision Assistance Tool (SPDAT), which is to be completed within 30-days of project enrollment and reevaluated quarterly.
- Rental assistance will only be provided if the total rent for the unit does not exceed the fair market rent established by HUD<sup>5</sup>, complies with HUD's standards of rent reasonableness<sup>6</sup> and follows the CoC's program rent requirements within the RRH Standards of Care.<sup>7</sup>
- Program participants will be reassessed quarterly to determine that income is not greater than 30% of AMI, as established by HUD.
- Rapid Rehousing subrecipients are expected to:
  - o Use CES to receive all referrals.
  - o Comply with CES policies and procedures.
  - o Ensure dwellings meet HUD ESG Habitability Standards and should be inspected at least once every five years or upon request.
  - o Complete and maintain a copy of the "Notice of Occupancy Rights under the Violence Against Women Act" based on HUD form 5380, and the "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking," HUD form 5382 must be completed if the applicant or Program Participants are seeking VAWA protections.
  - o Refer eligible families to mainstream resources including, but not limited to
    - TANF
    - Early Learning Coalition
    - Head Start
    - Medicaid
    - Social security benefits
    - Food stamps assistance
    - Affordable housing database
    - Job training programs
    - Education programs
    - Services for victims of domestic violence
    - Veteran services

<sup>5</sup> HUD Fair Market Rents <https://www.huduser.gov/portal/datasets/fmr.html>

<sup>6</sup> HUD ESG Standards of Rent Reasonableness <https://files.hudexchange.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>

<sup>7</sup> CoC RRH Standards of Care

<https://pinellashomeless.sharepoint.com/HLA%20NonProfit/Forms/AllItems.aspx?id=%2FHILA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing%2F2021%2D06%2D01%20RRH%20Standards%20of%20Care%20FINAL%20%2Edocx&parent=%2FHILA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing>

**Performance Indicators for Rapid Re-Housing Programs**

- RRH projects will place individuals into permanent housing within 90 days of project entry.
- At least 85% of housed individuals remain in permanent housing at program exit.
- At least 15% of individuals in RRH projects will increase earned income during the reporting period or at exit.
- At least 20% of individuals in RRH projects will maintain earned income during the reporting period or at exit.
- At least 20% of individuals in RRH projects will increase unearned income during the reporting period or at exit.
- At least 15% of individuals in RRH projects will maintain unearned income during the reporting period or at exit.
- The average VI-SPDAT score on RRH project is greater than 7.
- RRH projects will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH, or SO within 6 months of exit.
- RRH projects will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH or SO within two years of exit.

## Program Component Chart

Program	Description	Program Elements	Eligible Clients	Client Requirements
Prevention	Activities or programs designed to prevent the incidence of homelessness	<ul style="list-style-type: none"> <li>Up to 24 months of rental assistance;</li> <li>Deposits</li> <li>Utilities</li> <li>Rent arrears</li> </ul>	One of the following: <ul style="list-style-type: none"> <li>Doubled up</li> <li>Fleeing DV</li> <li>Within 21 days of eviction (written notice)</li> <li>Moved 2+ times in the past 6 months</li> </ul>	<ul style="list-style-type: none"> <li>Pay 30% of income</li> <li>Anticipation of increased income</li> <li>Participation in CM</li> <li>Apply for mainstream resources</li> </ul>
Non-Congregate Emergency Shelter	Temporary shelter for homeless persons with a link to housing focused services. Ideally for less than 45 days.	<ul style="list-style-type: none"> <li>Case Management</li> <li>Referral for services</li> <li>Transportation</li> <li>Showers</li> <li>Laundry</li> <li>Meals</li> <li>Phone &amp; internet</li> <li>Safe sleeping</li> </ul>	<ul style="list-style-type: none"> <li>Category 1 &amp; 4 Homelessness</li> <li>No other supports or resources to secure housing</li> <li>Diversion was unsuccessful</li> </ul>	<ul style="list-style-type: none"> <li>Required to engage housing planning.</li> <li>Required to engage in case management 1x per week.</li> </ul>
Rapid Re-Housing	Housing and supportive services for persons moving from homelessness to permanent housing.	<ul style="list-style-type: none"> <li>Short- or medium-term rent or utility subsidies</li> <li>Housing Stability Case Management</li> <li>Security deposits or first month's rent</li> <li>Housing navigation</li> <li>Mediation programs for landlord-tenant disputes</li> <li>Workforce development and education</li> <li>Financial assistance for basic needs</li> </ul>	Individuals with low to moderate barriers exiting homelessness who have a strong chance of increasing their income and stabilizing their housing with short to medium term support.	NA

## Coordinated Entry and Assessment

The Coordinated Entry process (CE) creates access to the emergency crisis homeless response system, provides standardized assessment, prioritization, and referral through the best fit housing intervention. Persons experiencing homelessness can be assessed by going to community access points (Emergency Shelter) or meeting with Street Outreach.

The Coordinated Entry System is open to all who meet the HUD definition of homeless, as outlined in the HEARTH Act's regulations. The system uses the person's level of vulnerability (described in Definitions) to determine priority for housing and supportive services. The person with the highest priority is offered housing and supportive services first.

CoC prioritization includes:

- Households with a disability, long periods of episodic homelessness and severe service needs.
- Households with a disability and severe service needs.
- Households with a disability, coming from places not meant for human habitation, Safe Haven, or Emergency Shelter without severe service needs.
- Households with a disability coming from Transitional Housing or Domestic Violence Survivor.

CE is designed to assess eligibility for housing programs targeted to homeless persons. It is not a guarantee that the individual will meet the final eligibility requirements for - or receive a referral to - a particular housing option. The CE System (CES) is not a stand-alone solution to end homelessness or a solution to the shortage of affordable housing. The CES supports the purpose of the CoC: to facilitate a comprehensive and integrated system of services in Pinellas County designed to ensure that any experience of homelessness is rare, brief, and a onetime experience.

### Workflow

#### Assessment

Participating service providers gather information on people's needs, preferences, and the barriers they face to regaining housing by administering a standardized assessment. This standard assessment includes consent via the Release of Information, gathering basic household data via the HMIS CoC Entry, and gauging the vulnerability through administering the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT).

#### Referral

Once the assessment has identified the most vulnerable people with the highest needs, they are prioritized on a by-name list. The CE reviews the referral and person's eligibility, decides on eligibility and what program would best fit the client's needs, using the VI- SPDAT to guide the referral process. CE then makes a referral in Pinellas HMIS to the appropriate housing intervention provider.

## Interim Contact Protocols

The following guidelines for contacting individuals and heads of households should be followed:

### Initial Contact

Housing providers must contact the household within 2 business days of receiving the referral. If contact is not made during this first attempt, the housing providers should attempt to contact the referred individual/ household for a period of 10 business days from the date of the referral. During this period, providers should attempt to contact the individual and/or head of household on a minimum of three occasions using various means during different days and times of the day.

At a minimum, the first attempt should include a direct phone call using the numbers listed in Pinellas HMIS and contact the most recent/current provider. The following two attempts should also include the use of email (if provided), text messaging, and alternate contacts (e.g., emergency contacts, shelters, case managers, family/friends).

If the individual/household is currently staying in an Emergency Shelter, the shelter staff should be notified of the request to contact and meet with the individual or head of household within 2 business days of the referral. Emergency shelter staff should support the household and help them contact the housing provider to discuss their referral. If the household agrees with the referral, HMIS will need to be updated to “accepted.”

### Action after the Household Cannot be Located:

If the housing provider has been unable to contact the referral for 7 days, they must notify the HLA via Pinellas HMIS to indicate the referral has been “declined” and that a new referral is needed because the client cannot be located.

If the individual/household reaches out within a 30-day period from the original referral, has not been referred to another provider, and the housing provider has referral capacity, the housing provider must contact [cpannella@hlapinellas.org](mailto:cpannella@hlapinellas.org) within two business days and request the household be re-referred to the housing provider.

Individuals/households who cannot be located after two consecutive referrals to different projects will not be referred again until they have an updated VI-SPDAT within Pinellas HMIS.

### Action after the Household Declines Housing

Individuals/households being referred through Coordinated Entry can deny up to two (2) housing provider referrals. After the second offer and denial, the housing provider will respond via Pinellas HMIS to indicate the referral has been “declined”, and the household will not be considered for any further housing opportunities and will be removed from the CoC By-Name List.

## Other Standards

### Conflicts of Interest

Subrecipients must avoid any conflict of interest in carrying out activities funded by the CoC program and ESG. Upon written request by the recipient, HUD may grant exceptions on a case-by-case basis. (See 24 CFR 576.404(b)(3)(ii)). Conflicts of interest may include:

- Organizational Conflicts of Interest



- o The provision of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the sub-recipient, or a parent or subsidiary of the sub-recipient.
- o Subrecipients must not conduct initial evaluation or provide homelessness prevention assistance to persons living in property owned by the subrecipient or parent/subsidiary of the subrecipient.
- Individual Conflicts of Interest
  - o Recipients and subrecipients must comply with HUD's Administration requirements (24 CFR 85.36 or 84.42 for procurement of goods and services. For all other transactions and activities:
    - Restrictions on financial interests and benefits apply to employees, agents, consultants, officers and elected or appointed officials of the recipient or subrecipient if they have certain types of responsible positions.
    - Restrictions pertain to financial gain for self, family, or those with business ties.

## Fair Housing & Civil Rights Requirements

Agencies must comply with all applicable fair housing and civil rights requirements in 24CFR 5.105(a). In addition, agencies must make known that rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about equal access to the financial assistance and services provided under this program. Among other things, this means that each subgrantee must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to assistance. In addition, all notices and communications shall be provided in a manner that is effective for persons with hearing, visual, and other communication related disabilities consistent with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.6.

If the procedures that the agency intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the agency must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Agencies will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include:

- Marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency
- Making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6)
- Providing fair housing counseling services or referrals to fair housing agencies
- Informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the HUD Housing Discrimination Hotline: 1-800-669-9777
- Recruiting landlords and service providers in areas that expand housing choice to program participants.

## Equal Participation of Religious Organizations

Agencies that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CoC. Neither the federal government nor a grantee shall discriminate against an organization based on the organization's religious character or affiliation.

Agencies may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services, and participation must be voluntary for the program participants.

A religious organization that participates in the CoC will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

Agencies that participate in the CoC shall not, in providing program assistance, discriminate against a program participant or prospective program participant based on religion or religious belief.

## Lobbying and Disclosure Requirements

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to the CoC. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

## Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the CoC.

## Emergency Procedures

The Homeless Leadership Alliance of Pinellas (HLA) has been appointed by the Pinellas County Human Services (PCHS) to lead the Emergency Management Department's Homeless Work Group. This group plans for impending disasters, as well as communicates and/or meets during and after disasters.

HLA is responsible for issuing the Pinellas CoC Disaster Plan. HLA is also the lead in responding to inquiries, concerns, and other matters related to the CoC's disaster planning and response efforts.

## Homeless Provider Agencies

Homeless provider agencies are responsible for educating and informing clients about hurricane planning and response. For instance, agencies might assist clients, whether sheltered or unsheltered, to sign up for [ALERT Pinellas](#) to receive direct timely emergency notifications. Agencies with residential facilities such as homeless shelter or transitional housing post emergency planning information in common areas and

distribute homeless resource cards provided by the County. Regular testing of generators, fire extinguishers, and the like should be performed per the agency's Continuity of Operations Plan (COOP). Street outreach programs have the primary responsibility to maintain frequent contact with unsheltered individuals during hurricane season to ensure they are aware of the status of any impending storms, can locate pick-up locations for transportation in the event of an evacuation, and can access special needs disaster shelters or pet-friendly disaster shelters, as appropriate. In addition to providing information through street outreach, this information is shared at meal sites, day programs, and similar service locations. For COVID-19 related policies and procedures for emergency shelters, see Appendix I.

## System Performance Monitoring

All CoC and ESG funded programs are subject to the most current regulations established by HUD. Additional requirements may also exist for these programs based on local priorities and goals. Funded programs are responsible for reviewing, understanding, and complying with these regulations and requirements. The monitoring process was developed to fall within those regulations and reflect best practices for the CoC. There are five components of the monitoring process:

- Monthly and quarterly reviews;
- Agency Annual Performance Report;
- On-site client file review;
- Agency Administration review; and,
- Pinellas HMIS data quality compliance.

The monthly, quarterly, administrative and HMIS data quality reviews are conducted off-site. When multiple projects are monitored at an agency, the on-site client file review is the only component that occurs independently for each project. Monitoring processes will be conducted on a timetable, included here in this policy manual. The use of HMIS is a requirement for CoC and ESG funded programs; therefore, a review of the HMIS data quality will also occur during the administrative review.

Monitoring will primarily be conducted by the Director of Quality and Performance Improvement. Pinellas HMIS Staff may assist with the evaluation regarding Pinellas HMIS data quality and Pinellas HMIS data entry during the on-site client file reviews. The Department of Children and Families Office on Homelessness local area contract manager will participate in the ESG monitoring. Pinellas County and local municipalities may participate in annual monitoring for projects that also receive local funding.

## Monthly and Quarterly Reviews

Each month the HLA ensures data is collected and entered into Pinellas HMIS accurately. As per the Pinellas HMIS Data Quality Plan, reviews are conducted after the 5th of each month. HLA staff review projects' year-to-date Annual Performance Reports (APR). The APR review includes data errors and projects' status for data quality benchmarks, CoC project performance benchmarks, and, where applicable, HUD System Performance Measures. Projects are notified by the HLA Director of Quality and Performance Improvement or Pinellas HMIS staff if data needs to be updated. Technical assistance and training are recommended as needed.

## 2019-2021 Pinellas County Continuum of Care Unified Homelessness Grant Written Standards ESG- CV Written Standards Addendum

The CoC's addendum to the written standards was created to slow and stop the transmission, prevent outbreaks, and delay the spread of COVID-19. The activities outlined with this addendum can prevent, prepare for, and respond to COVID-19. The Unified Homelessness Grant funded service provider, shall comply with the ESG-CV addendum to the minimum written standards established by the Pinellas County Continuum of Care.

The subrecipient must maintain clearly defined policies and procedures for determining the amount of financial assistance provided to a participant. These policies and procedures must be flexible enough to respond to the varied and changing needs of project participants, including participants with zero income. Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. According to HUD<sup>9</sup>,

- Federal disaster law prohibits the provision of federal assistance in excess of need.
  - Before paying a cost with federal disaster assistance, a federal agency must check to see that the assistance will not cause a duplication of benefits. HUD grantees are required to prevent the duplication of benefits when carrying out HUD-funded programs.
  - Private, unsubsidized loans generally are not considered a duplication of benefits.
  - In some cases, subsidized loans do not cause a duplication if all assistance is used for disaster-related needs.
- The subrecipient is to utilize the CARES Act Programs through SBA, FEMA, IRS, Treasury, USDA, and HHS CDBG Grantees' Awareness for Duplication of Benefits checklist at intake.
  - This document must be maintained as part of the client's file.
  - The subrecipient must maintain a MOU with Coordinated Entry that outlines the CoC's key goals, commitments, and shared vision.

### ESG-CV Flexibilities

ESG-CV funds may be used to pay for:

- Landlord incentives, as reasonable and necessary, to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. A recipient cannot use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three times the rent charged for the unit. Eligible landlord incentive costs include:
  - Signing bonuses equal to up to 2 months of rent;
  - Security deposits equal to up to 3 months of rent;
  - Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit: and,
  - Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

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<sup>9</sup> HUD, 2020, CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEES' AWARENESS FOR DUPLICATION OF BENEFITS

- Hotel/motel costs for homeless households with minor children, where no appropriate emergency shelter is available.
  - o Funds are to pay for a hotel/motel room directly or through a hotel or motel voucher. Case management services will be offered to these households in temporary shelters at least weekly.
  - o Costs may include cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

## ESG-CV Prioritization Policies

According to the Centers for Disease Control and Prevention:

- The risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that the person with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe.
- People with developmental or behavioral disorders who have severe underlying medical conditions may be at risk of serious illness. Some people with developmental or behavioral disorders may have difficulties accessing information, understanding, practicing preventative measures, and communicating symptoms of illness.

According to the Field Center for Children's Policy, Practice and Research:

- Young adults aging out of foster care are to be considered a vulnerable population because 43% percent of 18–23-year old's who are currently in or recently aged out of foster care were either forced to leave their current housing situation or experienced homelessness or housing instability during the pandemic.

Therefore, the CoC's prioritization for ESG-CV rapid rehousing and targeted homelessness prevention services will be given to individuals and families who:

- Are age 60+
- Targeted Homeless Prevention for those residing in disproportionately impacted zip code including 33755, 33760, 33711, 33712, and 33705
- Have chronic and persistent mental health issues
- Are an unaccompanied youth (with a specific focus on youth aging out of foster care)

## Rapid Rehousing Under ESG-CV

### *Requirements*

Subrecipients must:

- Provide case management services, grounded by trauma-informed care, to assist individuals to successfully retain housing and move into self-sufficiency. Case management should use progressive engagement to assist clients.
- Connection to other services which may include, but are not limited to, veterans' programs, federally subsidized housing programs, mainstream resources (TANF, SNAP, SSI, etc.), education for homeless children and youth programs, and health services.
- Find and facilitate a warm hand off to an organization that can offer the support the client needs in the event the agency is unable to provide a service that a participant may need.
- Participate in the Coordinated Entry By-Name List meetings to discuss referrals, placements, client needs, and interventions for individuals being served.
- Comply with emergency transfer plans for victims of domestic violence or human trafficking.
- Use the full SPDAT at intake, with updates every three months, to ensure case managers are utilizing progressive engagement to review and update housing/case plans and review individuals' budgets to determine changes to the amount of rent and utilities.
  - The SPDAT update should be made when projects conduct the quarterly income update for the household.

### *Allowable Activities*

- Providing housing relocation and stabilization services (rental application fees, security deposits, last month's rent, utility payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair)
- Short-term and/or medium-term rental assistance
- Legal services are limited to those services necessary to help program participants obtain housing.
- Hotel/motel costs are allowed where no appropriate emergency shelter is available.
- Cleaning of the hotel/motel rooms used by program participants and repair damages caused by program participants above normal wear and tear of the room.
- Medium-term rental assistance is limited to 3-12 months instead of 3-24 months.
- Rent complies with HUD's standards of rent reasonableness, as established under 24 CFR 982.507.

### *Participant Eligibility Requirements*

- Participants' income must be at or below 50% AMI.
- Participants must have been referred for Rapid Rehousing services through Coordinated Entry.

## Prevention Under ESG-CV

### *Requirements*

The subrecipient must:

- Involve case management to develop and implement case plans for individuals which link them to supportive services that help them maintain stable housing.
- Prioritize individuals and families by the ESG-CV prioritization policies outlined above.
- Use the CoC Homelessness Prevention Screening Tool to establish eligibility.
- Maintain the screening tool as a part of the client's file.

### *Participant Eligibility*

- Projects must target those residing in disproportionately impacted communities in zip codes 33755, 33760, 33711, 33712, and 33705.
- The targeted areas are based on shares of people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people; shares of adults without health insurance and low-income jobs lost to COVID-19; and shares of people of color, extremely low-income renter individuals, individuals receiving public assistance, and people born outside the U.S.
- Program participants must meet the definition of "at risk of homelessness" as defined in the U.S. Department of Housing and Urban Development notice CPD-20-08, "Waivers and Alternative Requirements for Emergency Solutions Grants (ESG) Program Under the CARES Act," effective September 1, 2020.
- Program participants' income must be at or below 50% AMI (Area Median Income).

## Emergency Shelter Under ESG-CV

### *Requirements*

- Providers of non-congregate emergency shelter shall admit families with minor children who meet the HUD definition of "homeless," as in 24 CFR 576.2 (1, 2, & 4) when there are no available units in Family Emergency Shelter.
  - Families with VIF-SPDAT scores of 11-12 will be prioritized and provided ancillary services and supports based on the needs identified on the VIF-SPDAT.
  - Financial assistance and intensive case management shall be provided to allow high acuity families with young or multiple children to remain sheltered in non-congregate emergency shelter, including in hotels/motels, while waiting to be assigned a Rapid Re-Housing or Permanent Supportive Housing provider.
  - Children 0-5 years who have been substance exposed shall be screened to ensure they are developmentally on track and the provider shall provide in-home support to empower parents through the Nurturing Parent curriculum.
- Individuals and families shall be offered an initial evaluation to determine eligibility for ESG-CV assistance, as well as the amount and types of assistance needed to regain stability in permanent housing.
  - Program participants will be reassessed as case management progresses, based on the



individual service provider and CoC's policies.

- o Behavioral health treatment shall be provided to individuals with substance abuse and addiction diagnoses.
- Prioritization will be for families who have been placed by street outreach in paid emergency shelter, including hotels/motels, when other adequate shelter was not available.
- Program participants shall be discharged from Non-Congregate Emergency Shelter services when they choose to leave, space becomes available within Emergency Family Shelter, or when they have successfully obtained safe, permanent housing.
- Any length of stay limitations shall be determined by the subrecipient policies and shall be clearly communicated to program participants. Providers of shelter services are strongly encouraged not to discharge individuals and families who have not secured permanent housing.
- Street outreach specialists and case managers shall receive training on issues related to co-occurring disorders under the supervision of the Homeless Services supervisor.

#### *Allowable Activities*

- Housing relocation and stabilization services, including but not limited to:
  - a. Rental application fees, security deposits, last month's rent, utility payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair)
- Short-term and/or medium-term rental assistance.
  - a. Assistance can be short-term or long-term and can be more than one-time assistance. Individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving housing or rental assistance.

### **Determining Costs and Length of Time for Activities Under ESG-CV**

#### *Determining Costs*

Each program participant must pay a share of rent/utilities while in the program which shall be determined by the participant's individual needs. This determination must be documented in each participant's case file and result in the development of an individualized financial assistance strategy. This strategy should follow the CoC RRH Rent policies and procedures.<sup>10</sup>

#### *Length of Activities for Rapid Rehousing*

The ESG-CV Rapid Rehousing funding provides financial assistance related to the costs of obtaining permanent housing. Funding can be used to provide one-time assistance or ongoing assistance provided that the ongoing assistance does not exceed 6 months and/or \$10,800 per household. If funding extends beyond a single month of service, the housing assistance plan is to reflect adjusted financial supports for the plan.

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<sup>10</sup> CoC RRH Standards of Care

<https://pinellashomeless.sharepoint.com/HLA%20NonProfit/Forms/AllItems.aspx?id=%2FHLA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing%2F2021%2D06%2D01%20RRH%20Standards%20of%20Care%20FINAL%20%2Edocx&parent=%2FHLA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing>



*Length of Activities for Prevention*

The ESG Homelessness Prevention funding provides financial assistance related to the costs of obtaining permanent housing. Funding can be used to provide one-time assistance or ongoing assistance provided that the ongoing assistance does not exceed 4 months and/or \$4,849 per household, as per the Florida Department of Children and Families. If funding extends beyond a single month of service, the housing assistance plan is to reflect adjusted financial supports for the plan.

## Appendices

### COVID-19 Mitigation Policies and Procedures for Emergency Shelters

During a state or local state of emergency related to COVID-19, all CoC emergency shelters must:

1. Minimize the number of staff members who have face-to-face interactions with clients with respiratory symptoms.
2. Use physical barriers to protect staff who will have interactions with clients with unknown infection status (e.g., check-in staff).
3. Not designate staff and volunteers at high risk of severe contagious disease as caregivers for sick clients.
4. Use disposable gloves, especially when handling client belongings.
5. Limit visitors to the facility.
6. Ensure that beds/mats are at least 6 feet apart and sleep head-to-toe in general sleeping areas.
7. Ensure bathrooms and other sinks are consistently stocked with soap and drying materials for handwashing.
8. Provide alcohol-based hand sanitizers that contain at least 60% alcohol (if that is an option at your shelter) at key points within the facility, including registration desks, entrances/exits, and eating areas.
9. Provide access to fluids, tissues, and plastic bags for the proper disposal of used tissues.
10. Monitor clients who could be at high risk for complications from a contagious disease (those who are older or have underlying health conditions) and reach out to them regularly.
11. Confine clients with mild respiratory symptoms consistent with contagious disease infection to individual rooms, if possible, and have them avoid common areas. If individual rooms for sick clients are not available, consider using a large, well-ventilated room.
12. Keep beds at least 6 feet apart and use temporary barriers between beds, such as curtains, and request that all clients sleep head-to-toe in areas where clients with respiratory illness are staying.
13. If possible, designate a separate bathroom for sick clients with contagious disease symptoms.
14. Follow CDC recommendations for how to prevent further spread in your facility.
15. Screen clients coming into the shelter for potential symptoms:
  - a. Determine if the client has a fever (any temperature about 100.4 F), by:
    - i. Taking their temperature using a temporal thermometer, or
    - ii. Asking "Have you felt like you had a fever in the past day?"
  - b. Ask the client "Do you have a new or worsening cough today?"
16. Take the following steps if a client answers "yes" to any of the screening questions:
  - a. Provide a facemask for the client to wear over their nose and mouth if facemasks are available and if the client can tolerate it. If facemasks are not available, advise the client on cough etiquette and provide tissues.
  - b. Notify management and appropriate healthcare providers, as available.
  - c. Direct client to an isolation room if available, or to the location prespecified by your CoC, public health department, and community leadership.
  - d. Let the client know:
    - i. If their symptoms worsen, they should notify someone immediately.
    - ii. They should not leave their room/area except to use the restroom.
    - iii. They must wear a mask if/when they leave their room/area

Homeless Prevention Coordinated Entry Assessment (CEA) Form		
<b>Applicant Name:</b>		<b>HMIS:</b>
<b>DFL Targeted Prevention Only:</b> Does the household reside in one of the following zip codes: 33755, 33760, 33711, 33712, and 33705. If YES, continue with screening. If no, please link with other providers and resources.		
<b>Household Characteristics (Select <u>ONE</u> Only)</b>	<b>Points</b>	<b>Score</b>
Household w/out children	1	
Household w/child(ren) 13 & over	3	
Household w/child(ren) 12 & under	4	
Household w/disabled child(ren) 17 & under	5	
Household w/disabled family member 18 & older	2	
Single Individual w/disability	4	
Unaccompanied youth (18-24)	4	
Aged out foster youth	5	
Household w/ elderly family member (60 & over) or Single adult over 60.	5	
<b>Household Characteristics Total Score:</b>		
<b>Living Situation/Habitability (Select <u>ONE</u> Only)</b>	<b>Points</b>	<b>Score</b>
Leaseholder w/eviction or late notice	4	
Residing in hotel/motel – self pay	3	
Lives in housing unit w/ more than 1.5 persons per room	1	
Couch surfing or doubled up	1	
Past due electric or water	2	
Electric turned off	3	
Water turned off	4	
<b>Add 2 points if minor is 0-5 y/o, 1 point of 5-17 y/o in household</b>	<b>Living Situation Total Score:</b>	
<b>Qualifying Event (Select <u>ONE</u> Only)</b>	<b>Points</b>	<b>Score</b>
Natural disaster/state of emergency	4	
Short term medical leave w/employment secured or maternity leave with return date	3	
Job loss w/new position secured	2	
Job loss w/unemployment compensation	1	
Unit no longer affordable due to decrease of household income/increase in rent costs	2	
Medical event w/disability pending or maternity leave	1	
Unplanned financial obligation: Medical expenses/car repair/increased bill/leak	1	
Incarceration	2	
Family disruption: increase or decrease in number of people in household	3	
Other ( ) explanation required	1	
<b>Qualifying Event Total Score:</b>		
<b>Previous Housing Instability (Select <u>ONE</u> Only)</b>	<b>Points</b>	<b>Score</b>
Previous Evictions (1-2)	1	
Previous Evictions (3 or more)	2	
No Previous Evictions	0	
Leaseholder moves frequently ((more than 3 times in a 2 yr. period)(excludes couch surfers))	1	
Current Utilities Off	2	
Current Utilities late	1	
<b>Previous Rental History Total Score:</b>		
<b>Has any member of the household received financial assistance in the past 6 months? If NO, add 2</b>		

<b>TOTAL PREVENTION ASSESSMENT SCORE:</b>	
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- Applicants with an assessment score of **15 or higher** will receive an **application** at time of pre-screening.
- Applicants with an assessment score of **14 or below** will be **linked with other providers**. Please encourage applicant to contact 2-1-1 for other available resources and/or to attempt to self-resolve.

**Intake Completed By:**

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**Print Name****Signature****Date**

## Federal Regulations Program Component Descriptions & System Coordination Requirements

### Street Outreach Component (24 CFR 576.101)

- (a) Eligible costs. Subject to the expenditure limit in 24 CFR 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under

24 CFR 576.2. The eligible costs and requirements for essential services consist of:

- (1) Engagement. The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
- (2) Case management. The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under 24 CFR 576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- (3) Emergency health services.
  - (i) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
  - (ii) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.
  - (iii) Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- (4) Emergency mental health services.

- (i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.
  - (ii) ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.
  - (iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.
  - (iv) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- (5) Transportation. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section.  
The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:
  - (i) The cost of a program participant's travel on public transportation;
  - (ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
  - (iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
  - (iv) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.
- (6) Services for special populations. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.
- (b) Minimum period of use. The recipient or subrecipient must provide services to homeless individuals and families for at least the period during which ESG funds are provided.
- (c) Maintenance of effort.
  - (1) If the recipient or subrecipient is a unit of general-purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general-purpose local government is in a severe financial deficit.
  - (2) Upon the recipient's request, HUD will determine whether the unit of general purpose local government is in a severe financial deficit, based on the recipient's demonstration of each of the following:

- (i) The average poverty rate in the unit of general-purpose local government's jurisdiction was equal to or greater than 125 percent of the average national poverty rate, during the calendar year for which the most recent data are available, as determined according to information from the U.S. Census Bureau.
- (ii) The average per-capita income in the unit of general purpose local government's jurisdiction was less than 75 percent of the average national per-capita income, during the calendar year for which the most recent data are available, as determined according to information from the Census Bureau.
- (iii) The unit of general-purpose local government has a current annual budget deficit that requires a reduction in funding for services for homeless people.
- (iv) The unit of general-purpose local government has taken all reasonable steps to prevent a reduction in funding of services for homeless people. Reasonable steps may include steps to increase revenue generation, steps to maximize cost savings, or steps to reduce expenditures in areas other than services for homeless people.

**Emergency Shelter Component (24 CFR 576.102)**

- (a) General. Subject to the expenditure limit in 24 CFR 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.
  - (1) Essential services. ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
    - (i) Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
      - (A) Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d);
      - (B) Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility;
      - (C) Counseling;
      - (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
      - (E) Monitoring and evaluating program participant progress;
      - (F) Providing information and referrals to other providers;
      - (G) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
      - (H) Developing an individualized housing and service plan, including planning a path to permanent housing stability.
    - (ii) Childcare. The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13 unless they are disabled. Disabled children must

- be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
- (iii) Education services. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.
  - (iv) Employment assistance and job training. The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.
  - (v) Outpatient health services. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.
  - (vi) Legal services.
    - (A) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
    - (B) Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.
    - (C) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other



- civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
- (D) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- (E) Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.
- (F) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.
- (vii) Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.
- (viii) Mental health services.
  - (A) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
  - (B) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.
  - (C) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
  - (D) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- (ix) Substance abuse treatment services.
  - (A) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
  - (B) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

- (C) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.
- (x) Transportation. Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:
  - (A) The cost of a program participant's travel on public transportation;
  - (B) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
  - (C) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
  - (D) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.
- (xi) Services for special populations. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.
- (2) Renovation. Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.
- (3) Shelter operations. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.
- (4) Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Eligible costs are the costs of providing URA assistance under 24 CFR 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.
- (b) Prohibition against involuntary family separation. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- (c) Minimum period of use.

- (1) Renovated buildings. Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The “value of the building” is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed, or use restriction.
  - (i) Major rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.
  - (ii) Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.
  - (iii) Renovation other than major rehabilitation or conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.
- (2) Essential services and shelter operations. Where the recipient or subrecipient uses ESG funds solely for essential services or shelter operations, the recipient or subrecipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The recipient or subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.
- (d) Maintenance of effort. The maintenance of effort requirements under 24 CFR 576.101(c), which apply to the use of ESG funds for essential services related to street outreach, also apply for the use of such funds for essential services related to emergency shelter.

#### **Homelessness Prevention Component (24 CFR 576.103)**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

**Rapid Rehousing Component (24 CFR 576.104)**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

**Housing Relocation and Stabilization Services (24 CFR 576.105)**

- (a) Financial assistance costs. Subject to the general conditions under §576.103 and §576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:
- (1) Rental application fees. ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
  - (2) Security deposits. ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
  - (3) Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3- year period.
  - (4) Utility deposits. ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
  - (5) Utility payments. ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
  - (6) Moving costs. ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
  - (7) If a program participant receiving short- or medium-term rental assistance under 24 CFR 576.106 meets the conditions for an emergency transfer under 24 CFR 5.2005(e), ESG funds may be used to pay amounts owed for breaking a lease to affect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under 24 CFR 576.106.
- (b) Services costs. Subject to the general restrictions under 24 CFR 576.103 and 24 CFR 576.104, ESG funds may be used to pay the costs of providing the following services:

- (1) Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
  - (i) Assessment of housing barriers, needs, and preferences;
  - (ii) Development of an action plan for locating housing;
  - (iii) Housing search;
  - (iv) Outreach to and negotiation with owners;
  - (v) Assistance with submitting rental applications and understanding leases;
  - (vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
  - (vii) Assistance with obtaining utilities and making moving arrangements; and
  - (viii) Tenant counseling.
- (2) Housing stability case management. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
  - (A) Using the centralized or coordinated assessment system as required under §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
  - (B) Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
  - (C) Counseling;
  - (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
  - (E) Monitoring and evaluating program participant progress; (F) Providing information and referrals to other providers;
  - (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - (H) Conducting re-evaluations required under 24 CFR 576.401(b).
- (3) Mediation. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- (4) Legal services. ESG funds may pay for legal services, as set forth in 24 CFR 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- (5) Credit repair. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving

personal credit problems. This assistance does not include the payment or modification of a debt.

- (c) Maximum amounts and periods of assistance. The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.
- (d) Use with other subsidies. Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.
- (e) Housing counseling. Housing counseling, as defined in §5.100, that is funded with or provided in connection with ESG funds must be carried out in accordance with §5.111. When recipients or subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in §5.100, and therefore are not required to be carried out in accordance with the certification requirements of §5.111

#### **Short-term and Medium-term Rental Assistance (24 CFR 576.106)**

- (a) General provisions. Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.
  - (1) Short-term rental assistance is assistance for up to 3 months of rent.
  - (2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
  - (3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
  - (4) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.
- (b) Discretion to set caps and conditions. Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.
- (c) Use with other subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

(d) Rent restrictions.

- (1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.
- (2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

(e) Rental assistance agreement. The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local

law to commence an eviction action against the program participant. Each rental assistance agreement that is executed or renewed on or after December 16, 2016, must include all protections that apply to tenants and applicants under 24 CFR part 5, subpart L, as supplemented by §576.409, except for the emergency transfer plan requirements under 24 CFR 5.2005(e) and 576.409(d). If the housing is not assisted under another “covered housing program”, as defined in 24 CFR 5.2003, the agreement may provide that the owner's obligations under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), expire at the end of the rental assistance period.

(f) Late payments. The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

(g) Lease. Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of 1 year. Each lease executed on or after December 16, 2016, must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). If the housing is not assisted under another “covered housing program,” as defined in 24 CFR 5.2003, the lease provision or lease addendum may be written to expire at the end of the rental assistance period.

(h) Tenant-based rental assistance.

- (1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue

- to receive rental assistance, as long as the program participant continues to meet the program requirements.
- (2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
  - (3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
    - (i) The program participant moves out of the housing unit for which the program participant has a lease;
    - (ii) The lease terminates and is not renewed; or
    - (iii) The program participant becomes ineligible to receive ESG rental assistance.
- (i) Project-based rental assistance. If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:
- (1) The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.
  - (2) The recipient or subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.
  - (3) The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent, i.e., the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.
  - (4) The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.
  - (5) The rental assistance agreement must have an initial term of one year. When new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended



beyond the expenditure deadline in 24 CFR 576.203 or commit funds for a future ESG grant before the grant is awarded.

- (j) Changes in household composition. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

### **HMIS Component (24 CFR 576.107)**

(a) Eligible costs.

- (1) The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
  - (i) Purchasing or leasing computer hardware;
  - (ii) Purchasing software or software licenses;
  - (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
  - (iv) Obtaining technical support;
  - (v) Leasing office space;
  - (vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
  - (vii) Paying salaries for operating HMIS, including:
    - (A) Completing data entry;
    - (B) Monitoring and reviewing data quality;
    - (C) Completing data analysis;
    - (D) Reporting to the HMIS Lead;
    - (E) Training staff on using the HMIS or comparable database; and
    - (F) Implementing and complying with HMIS requirements;
  - (viii) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
  - (ix) Paying staff travel costs to conduct intake; and
  - (x) Paying participation fees charged by the HMIS Lead if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.
- (2) If the recipient is the HMIS lead agency, as designated by the Continuum of Care in the most recent fiscal year Continuum of Care Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of:
  - (i) Hosting and maintaining HMIS software or data;
  - (ii) Backing up, recovering, or repairing HMIS software or data;
  - (iii) Upgrading, customizing, and enhancing the HMIS;
  - (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
  - (v) Administering the system;
  - (vi) Reporting to providers, the Continuum of Care, and HUD; and
  - (vii) Conducting training on using the system or a comparable database, including traveling to the training.
- (3) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate

reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

- (b) General restrictions. Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

**Administrative Costs Component (24 CFR 576.108)**

- (a) Eligible costs. The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. The State of Florida allows for CoCs to use up to 5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24

CFR 576.101 through 24 CFR 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:

- (1) General management, oversight, and coordination. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
    - (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
    - (B) Developing systems for assuring compliance with program requirements;
    - (C) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
    - (D) Monitoring program activities for progress and compliance with program requirements;
    - (E) Preparing reports and other documents directly related to the program for submission to HUD;
    - (F) Coordinating the resolution of audit and monitoring findings;
    - (G) Evaluating program results against stated objectives; and
    - (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.
  - (ii) Travel costs incurred for monitoring of subrecipients;
  - (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
  - (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

- (2) Training on ESG requirements. Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings.
- (3) Consolidated plan. Costs of preparing and amending the ESG and homelessness- related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
- (4) Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 576.407.
- (b) Sharing requirement.
  - (1) States. If the recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general-purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations.
  - (2) Territories, metropolitan cities, and urban counties. If the recipient is a territory, metropolitan city, or urban county, the recipient may share its funds for administrative costs with its subrecipients.

#### **Area-wide System Coordination Requirements (24 CFR 576.400)**

- (a) Consultation with Continuums of Care. The recipient must consult with each Continuum of Care that serves the recipient's jurisdiction in determining how to allocate ESG funds each program year; developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and developing funding, policies, and procedures for the administration and operation of the HMIS.
- (b) Coordination with other targeted homeless services. The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community- wide system to prevent and end homelessness for that area. These programs include:
  - (1) Shelter Plus Care Program (24 CFR part 582);
  - (2) Supportive Housing Program (24 CFR part 583);
  - (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882);
  - (4) HUD—Veterans Affairs Supportive Housing (HUD-VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110-161 (2007), 73 FR 25026 (May 6, 2008));
  - (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.));
  - (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa-5));
  - (7) Healthcare for the Homeless (42 CFR part 51c);
  - (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.));
  - (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc-21 et seq.));
  - (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act);
  - (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 et seq.));

- (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975));
  - (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021); (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043); (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61); (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031); (17) Homeless Veterans Dental Program (38 U.S.C. 2062);
  - (18) Supportive Services for Veteran Families Program (38 CFR part 62); and
  - (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).
- (c) System and program coordination with mainstream resources. The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG- funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs include:
- (1) Public housing programs assisted under section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437g) (24 CFR parts 905, 968, and 990);
  - (2) Housing programs receiving tenant-based or project-based assistance under section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) (respectively 24 CFR parts 982 and 983);
  - (3) Supportive Housing for Persons with Disabilities (Section 811) (24 CFR part 891);
  - (4) HOME Investment Partnerships Program (24 CFR part 92);
  - (5) Temporary Assistance for Needy Families (TANF) (45 CFR parts 260-265);
  - (6) Health Center Program (42 CFR part 51c);
  - (7) State Children's Health Insurance Program (42 CFR part 457);
  - (8) Head Start (45 CFR chapter XIII, subchapter B);
  - (9) Mental Health and Substance Abuse Block Grants (45 CFR part 96); and
  - (10) Services funded under the Workforce Investment Act (29 U.S.C. 2801 et seq.).
- (d) Centralized or coordinated assessment. Once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. The recipient and subrecipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by paragraph (e) of this section. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system.
- (e) Written standards for providing ESG assistance.
- (1) If the recipient is a metropolitan city, urban county, or territory, the recipient must have written standards for providing Emergency Solutions Grant (ESG) assistance and must consistently apply those standards for all program participants. The recipient must describe these standards in its consolidated plan.
  - (2) If the recipient is a state:
    - (i) The recipient must establish and consistently apply, or require that its subrecipients establish and consistently apply, written standards for providing ESG assistance. If the written standards are established by the subrecipients, the recipient may require these written standards to be:

- (A) Established for each area covered by a Continuum of Care or area over which the services are coordinated and followed by each subrecipient providing assistance in that area; or
  - (B) Established by each subrecipient and applied consistently within the subrecipient's program.
- (ii) Written standards developed by the state must be included in the state's Consolidated Plan. If the written standards are developed by its subrecipients, the recipient must describe its requirements for the establishment and implementation of these standards in the state's Consolidated Plan.
- (3) At a minimum these written standards must include:
  - (i) Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG);
  - (ii) Standards for targeting and providing essential services related to street outreach;
  - (iii) Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
  - (iv) Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
  - (v) Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see 24 CFR 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
  - (vi) Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance (these policies must include the emergency transfer priority required under §576.409);
  - (vii) Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
  - (viii) Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
  - (ix) 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 re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance.

- (f) Participation in HMIS. The recipient must ensure that data on all persons served, and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

# Coordinated Entry System Policy & Procedures



Pinellas County  
Continuum of Care

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## Introduction and Overview

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The housing system can feel like a maze for individuals experiencing homelessness. Trying to determine who to talk to, how to get there, and where to begin can be confusing and overwhelming. Coordinated Entry (CE) improves access to resources through standardized assessments and coordinated referrals to ensure people experiencing homelessness receive appropriate assistance with immediate and long-term needs. This document describes the data-driven and evidence-informed strategies the Pinellas County Continuum of Care (CoC) utilizes to serve those experiencing homelessness in the most effective way possible.

All CoC and Emergency Solutions Grant (ESG) funded projects are required to participate in CE. The CoC will work with all local projects and funders to facilitate their participation in the CE.

### Guiding Principles

The CoC establishes the following guiding principles for its CE:

1. CE will operate with a person-centered approach, and with person-centered outcomes.
2. CE will ensure that participants receive access to the most appropriate services and housing resources available.
3. CE will reduce the stress of the experience of being homeless by limiting assessments and interviews to only the most pertinent information necessary to resolve the participant's immediate housing crisis.
4. CE will incorporate cultural and linguistic competencies and will focus on equity in all engagement, assessment, and referral coordination activities.
5. CE will integrate mainstream service providers into the system
6. CE will utilize HMIS for the purposes of managing participant information
7. CE will ensure that participants do not stay on the prioritization waiting list for any longer than necessary.

### Revision History

The CoC's Board of Directors shall be responsible for the revision, review, and approval of the CE Policies & Procedures. The revision process will be completed at least once annually, and anyone who is interested in submitting suggestions for revisions to the document should submit them to

[Ksagonowsky@hlapinellas.org](mailto:Ksagonowsky@hlapinellas.org).

- June 10, 2016 - Original
- January 18, 2018
- August 3, 2018
- December 8, 2018
- October 22, 2020
- February 24, 2021 – Three COVID-19 related amendments

## Key Definitions

See Attachment A for a full list of acronyms and definitions.

## Full Geographic Coverage

The CoC's CE system covers the CoC's entire geographic area of Pinellas County.

## CoC and ESG Coordination

The CoC is committed to aligning and coordinating CE policies and procedures regarding access, assessment, and prioritization with its written standards for administering CoC and ESG program funds. The CoC, in consultation with recipients of ESG Program funds within the geographic area, have established and consistently follow written standards for providing Continuum of Care assistance that can guide the development of formalized policies and procedures for the coordinated entry process. These written standards provide guidance for evaluating individuals' and families' eligibility for assistance and determining and prioritizing who will receive transitional housing, rapid re-housing, and permanent supportive housing assistance. A copy of these standards is included in Appendix B of this document.

Representatives from the CoC and ESG recipient agencies will identify any changes to their written standards and share those with the CoC's CE Manager (contact below) at least annually. Any updates to the written standards will be reflected in this document.

Carly Pannella  
Coordinated Entry Manager  
727-641-2475  
[cpannella@hlapinellas.org](mailto:cpannella@hlapinellas.org)

## Affirmative Marketing

The CoC will affirmatively market housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, handicap, or likeliness to apply for assistance. CE will be marketed primarily through the Homeless Leadership Alliance of Pinellas' (HLA) social media. CE will have a link on the HLA's website and will encourage participating agencies to provide a link to the CE web page on their homepage. All access points will provide a uniform message, providing an overview of CE.

Each project participating in CE is required to post, or otherwise make publicly available, a notice (provided by the CoC) that describes CE. This notice should be posted in the agency waiting areas and other areas where participants congregate or receive services. All staff at each agency are required to know which personnel within their agency can explain CE to a participant who seeks more information.

## Nondiscrimination

The CoC will ensure the CE process is available to all eligible persons and does not discriminate or prioritize households for housing and services based on race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identity, or marital status. Additionally, the age and gender of a child under age 18 may not be used for denying any family's admission. The CE referral process is informed by federal, state, and local laws and regulations and ensures participants are not "steered" toward

any housing facility or neighborhood. This nondiscrimination policy is extended to all agencies that participate in CE.

Community Navigators, Diversion Specialists, Housing Specialists, and Homeless Housing Providers are responsible for providing individuals and households with information, in writing, on their rights and remedies under applicable federal, state, and local fair housing and civil rights laws. Applicable laws and regulations include, but are not limited to:

- Fair Housing Act – prohibits discriminatory housing practices based on race, color, religion, sex, national origin, disability, or familial status.
- Section 504 of the Rehabilitation Act – prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- Title VI of the Civil Rights Act – prohibits discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- Title II of the Americans with Disabilities Act – prohibits public entities, which include state and local governments and special purpose districts, from discriminating against individuals with disabilities in all their services, programs, and activities, which include housing and housing-related services such as housing search and referral assistance.
- Title III of the Americans with Disabilities Act – prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating on the basis of disability.
- Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity – A 2012 HUD final rule guaranteeing equal access to all HUD program participants.
- Pinellas Continuum of Care Diversity, Equity, and Inclusion Statement – Declared Pinellas County a diverse, inclusive, and equitable Continuum of Care (CoC) where all clients, providers, stakeholders, members, employees, and volunteers--whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education or disability--feel valued and respected.

Rights and remedies must be provided immediately upon working with any household. To ensure effective communication, CE staff must provide reasonable accommodations and modifications of this information as necessary.

All participants have the right to file a nondiscrimination complaint with the HLA's Coordinated Entry Manager, Carly Pannella. The complaint can be emailed to [cpannella@hlapinellas.org](mailto:cpannella@hlapinellas.org) or mailed to the HLA at 647 1st Ave N, 2<sup>nd</sup> Floor, St. Petersburg, FL 33705. The complaint will be reviewed by the CE Manager and the HLA Chief Executive Officer (CEO). If there is no action that the CE Director and the CEO can take, the issue will be elevated to the CoC Grievance Committee.

The CoC has designated the CoC Board of Directors as the entity responsible for monitoring agencies on compliance with all CE requirements, including adherence to civil rights and fair housing laws and regulations. Failure to comply with these laws and regulations will result in a monitoring finding on the project, which may affect its position in the local CoC rating and ranking process. If the CoC encounters a condition or action that impedes fair housing choice, the CoC shall work with the provider to address and remedy the violation(s).

## Reasonable Accommodations and Modifications

Community Navigators, Housing Specialists, Diversion Specialists, and Homeless Housing Providers must provide reasonable accommodations and modifications to persons with disabilities to ensure equal access to the CE system and/or housing. Accommodations include but are not limited to:

- Braille, audio, assistive listening devices, and sign language interpreters
- Changes to rules, policies, and procedures to allow a person with a disability to enjoy housing
  - For example, a person with a mobility impairment may request a reasonable accommodation to complete an assessment at a different location accessible to him/her
- Translation services for individuals/households with Limited English Proficiency and/or providing information in accessible formats, such large fonts or type

## Cultural and Linguistic Competence

Cultural and linguistic competence involves understanding and appropriately responding to unique cultural variables, including age, ability, beliefs, ethnicity, experiences, gender identity, gender, linguistic background, national origin, religion, sexual orientation, and socioeconomic status. CE assessments must include trauma-informed culturally and linguistically competent questions for special subpopulations, including immigrants, refugees, and other subpopulations including but not limited to youth, persons fleeing or attempting to flee DV, and LGBTQIA+ persons.

Community Navigators must be culturally and linguistically competent and are provided regular training opportunities to build these skills. Community Navigators are expected to draw upon their experiences and knowledge to assess the cultural and linguistic competency of tools, assessments, and strategies and to develop partnerships with culturally and linguistically competent partners.

## Safety Planning and Risk Assessment for Survivors of Domestic Violence

Individuals and households who are fleeing, or attempting to flee, domestic violence (DV), dating violence, sexual assault, or stalking may access the full range of housing and service intervention options available in the CoC.

If a client or household is a victim of domestic violence and presents for intake at a non-victim service provider, they will be connected to homeless shelters and housing options that are best equipped to serve survivors of DV and their children based on their location, program model, and linkages to other supportive services. The CE system includes a domestic violence hotline which is staffed by CASA and operated 24 hours a day, seven days a week. All persons will have access to this hotline regardless of which access point they initially contact for services and assistance.

The CoC partners with the local victim service provider agencies to ensure that training for relevant staff is provided by informed experts on domestic violence, dating violence, sexual assault, stalking, and human trafficking. All CE staff are trained on the complex dynamics of domestic violence, privacy and confidentiality, and safety planning, including handling emergency situations at an access point(s), whether a physical or virtual location. Victim service providers within the CoC utilize the VI/F/TAY-SPDAT assessments to ensure the coordinated entry process addresses the participants' physical and emotional safety and confidentiality

needs.

## Grievance Policy

*See Appendix C for the full CE Grievance Policy and Procedure*

Clients who feel they did not receive fair treatment, were denied resources, or given an inappropriate referral may file a formal grievance orally or in writing. CE system partners must provide all individuals and households with the CE Grievance Policy upon intake. See table below for explanation of grievance type and receiving authority.

	Agency Grievances	Fair Housing Grievances	Coordinated Entry Grievances	Coordinated Entry Management Grievances
Description	Grievances related to the individual's or family's experience with a CE partner agency.	Grievances related to discrimination.	Grievances related to the Coordinated Entry Policies and Procedures and/or CE decisions.	Grievances related to decisions made by the Coordinated Entry Manager.
Submit To	Offending Agency	Pinellas County Office of Human Rights 400 S. Ft. Harrison Ave., 5th Floor Clearwater, FL 33756 727-464-4880 <a href="https://pinellascounty.org/humanrights/">pinellascounty.org/humanrights/</a>	Carly Pannella Coordinated Entry Manager Homeless Leadership Alliance of Pinellas 647 1st Ave N, St. Petersburg, FL 33705 727.582.7921 <a href="mailto:cpannella@hlapinellas.org">cpannella@hlapinellas.org</a>	Homeless Leadership Alliance of Pinellas Grievance Form <a href="https://hlapinellas.wufo.com/forms/pinellas-county-continuum-of-care-grievance-form/">https://hlapinellas.wufo.com/forms/pinellas-county-continuum-of-care-grievance-form/</a>

## Racial Equity Monitoring

The CoC's Diversity, Equity, and Inclusion Committee will quarterly review disaggregated inflow data from Pinellas HMIS to determine if Black, Indigenous, and people of color (BIPOC) are housed at a rate that is proportionate to their make-up of homeless households within the CoC to assist in the development of strategies to ensure continuum-wide equitable access for BIPOC. Inflow data includes clients that have been active in CE, homeless, and housing services within the past 90-days. The HLA will review data for households with minor children separately from adult-only households.

The information will be presented to the CoC Board of Directors annually and at minimum will include:

- A review of HMIS inflow data to determine the rate at which BIPOC are being prioritized for housing and compare it to the proportional ratio of the CoC's racial demographics.
- Recommendations for policy changes to help achieve racial equity within CE's prioritization process.

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## Access

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The CoC utilizes the same assessment at all access points throughout Pinellas County. People who are experiencing homelessness or are at risk of becoming homeless may present to any access point. All emergency services may be accessed regardless of the operating hours of the CE system's intake and assessment processes. Access points include emergency shelters, street outreach teams, 211 Tampa Bay Cares and Community Navigators.

All access points must be easily accessed by individuals and families seeking shelter or homelessness prevention services. If an access point is not able to meet a persons' needs, an initial screening will be conducted to link them to the appropriate special population (youth, domestic violence, and veteran) services. The next section details specific access points available for special populations.

### Housing First and Low Barrier Access

Housing First is a philosophy that homelessness can be most efficiently ended by providing households with access to safe, decent, and affordable housing, regardless of if an individual experiencing homelessness may benefit from supportive services, such as mental health or substance abuse counseling. The participation in these services is not a prerequisite to access housing or a condition of maintaining it.

The CoC believes Housing First programs are effective in engaging and assisting all subpopulations of homeless persons to a path to permanent, stable housing. The CoC requires adoption of the Housing First philosophy and full participation in CE by all CoC-funded entities.

### Designated Access Points

The CoC has designated the following access points for the Coordinated Entry System:

1. 2-1-1 Tampa Bay Cares
2. Street Outreach
3. HLA Community Navigators
4. Emergency Shelters
5. Community Action Stops Abuse (CASA) and Hope Villages of America's Haven (DV Survivors Only)
6. St. Vincent de Paul (Veterans Only)

All designated access points shall execute a CE Participation Agreement with the Homeless Leadership Alliance of Pinellas (HLA) agreeing to all CE functions and responsibilities.

### Specialized Access Points

The CoC has identified a specialized access points at CASA and Hope Villages of America's Haven to ensure survivors of DV receive appropriate housing and supportive services to resolve their housing crisis. These DV shelter providers will conduct the initial VI/F/TAY-SPDAT to determine acuity. If a participant needs the confidential nature of DV services, they will continue to work with the agency. If they do not require DV specific services, they will be referred to another service provider.

To ensure there is sufficient coordination and specialized attention given to homeless veterans, the CoC has identified a specialized access point at Saint Vincent de Paul (SVdP) to ensure they receive appropriate housing and supportive services to resolve their housing crisis. Additionally, Veterans Affairs (VA) provides referrals to on-site programs and connects veterans to other supportive services like the Homeless Veteran Grant Per Diem Program, VA benefits such as HUD-Veterans Affairs Supportive Housing (VASH), and Supportive Services for Veteran Families (SSVF).

## Emergency Services

CE initial screening and assessment services may only be available during regular business hours. However, for individuals and families fleeing a DV situation, the local Domestic Violence Hotline (727) 895-4912 can provide connections to resources, assistance, and emergency shelter 24 hours a day, 7 days a week.

## Homeless Prevention

A strong CE system allows for service interventions before a loss of housing has occurred. Homeless Prevention targets people at imminent risk of homelessness and offers time-limited assistance to families and individuals. Homeless Prevention projects can be reached through contacting 2-1-1 Tampa Bay Cares. The assistance may not be enough to cover all needs but can often leverage other income and support which allows people to remain housed. Agencies providing Homeless Prevention services will screen clients for eligibility and enroll them. The Pinellas CoC has agreed to use the following prevention strategies at system access points:

- Provide housing negotiation, mediation, and counseling services
- Help clients negotiate the terms by which they can stay in or return to housing
- Provide relocation assistance
- Provide financial assistance to pay for rent or utility arrearages, transportation for housing search, first and last month's rent, security deposit, application fees, and help with moving costs and utility connections through:
  - Emergency Solutions Grant (ESG)
  - Temporary Assistance for Needy Families (TANF)
  - Emergency Food and Shelter Program (EFSP)
  - Family Services Initiative (FSI)
  - Social Action Funding (SAF)
  - Adult Emergency Financial Assistance Program (AEFAP)

## Diversion

Diversion strategies prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing. By offering diversion services “at the front door” of shelter, households who would otherwise enter shelter maintain their current housing situation or, when that is not possible, quickly relocate to an alternate housing option. Diversion programs can reduce the number of individuals/households becoming homeless, the demand for shelter beds, and the size of program wait lists.

Once an individual or family is encountered, comes to, or calls any access point, they should be assessed to



determine their housing needs. Depending on the clients' answers, the Pinellas CoC has agreed to use the following diversion strategies:

- A provision of financial, utility, and/or rental assistance.
- Short-term case management.
- Traveler's Aid/relocation assistance.
- Conflict mediation.
- Connection to mainstream services (services that come from agencies outside of the homeless assistance system, such as welfare agencies) and/or benefits; and

## Street Outreach

Street Outreach teams work throughout Pinellas County to engage people who are experiencing homelessness and may be living on the street, in a car, or in another location not meant for human habitation. The Pinellas CoC Street Outreach teams are connected through local law enforcement agencies and include Pinellas County, St. Petersburg, Largo, Pinellas Park, and Clearwater.

Street Outreach teams are trained on the assessment process and have the ability to offer CE access and assessment services to participants, thereby functioning as a CE access point.

## Community Navigation

Community Navigators work with the Pinellas CoC, partner agencies, and homeless outreach teams to build relationships with those experiencing homelessness, provide advocacy for clients in their housing search, and assist with connection to benefits and housing. Community Navigator duties and responsibilities include:

- Assisting homeless participants in identifying housing and accessing resources until shelter or permanent housing is obtained
- Providing advocacy for homeless participants when they encounter barriers
- Assisting in obtaining housing readiness documentation such as ID's, social security card, birth certificates, background verification, and income verification.

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## Assessment

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The use of shared assessment tools ensures the CE process is consistently applied to achieve fair, equitable, and equal access to services throughout the community. A person-centered focus grounds the assessment to connect people to community resources and support. The assessment process uses a trauma-informed approach to collect only enough participant information to prioritize and refer participants to housing and supportive services. All projects participating in CE must follow the assessment protocols of the CE system described herein. The assessment process varies by participant and access point, but will include one or more of the following tools:

- Non-Congregate Shelter (NCS) Assessment (Attachment D)
- Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) (Attachment E)
- Family Vulnerability Index - Service Prioritization Decision Assistance Tool (F-VI-SPDAT) (Attachment F)
- Transition Age Youth - Service Prioritization Decision Assistance Tool (TAY-SPDAT) (Attachment G)

## Qualified Assessors and Assessment Timelines

CE assessments may only be conducted by:

### 1. Street Outreach

- a. Individuals encountered by street outreach are given the option to be brought to an emergency shelter
  - i. If they agree, the shelter is responsible for the VI-SPDAT
  - ii. If they do not agree, street outreach is responsible for conducting the VI-SPDAT at the time of their third contact with the individual
- b. Families with children under 18 (Families) encountered by street outreach are given the option to be brought to an emergency shelter
  - i. If they agree, the shelter is responsible for the F-VI-SPDAT as described above
  - ii. If they do not agree, street outreach is responsible for conducting the F-VI-SPDAT immediately

### 2. Emergency Shelter

- a. Once an individual, Veteran, or unaccompanied youth has been admitted to a shelter, the shelter staff, or Supportive Services for Veteran Families (SSVF) Peer Mentors will review their Homeless Management Information System (HMIS) record and determine the need for assessment.
  - i. If an individual *has* been entered into HMIS in the past 6 months, they will be given a VI-SPDAT within 72 hours
  - ii. If an individual *has not* been entered in HMIS for 7 months or longer, they will be given a VI-SPDAT within 14-days
- b. Families will be given the F-VI-SPDAT within 72 hours regardless of HMIS history

### 3. Community Navigators

- a. Literally homeless Veterans and families that call 211 and cannot access emergency

shelter due to the lack of capacity will be scheduled for a CE assessment with an HLA Community Navigator.

- i. 211 is responsible for scheduling the assessment appointment between the HLA and the household via Calendly.
- b. Veterans and literally homeless households that reach out directly to an emergency shelter and/or a housing provider and cannot access emergency shelter due to the lack of capacity will be referred to HLA's Coordinated Entry Manager for a CE assessment conducted by an HLA Community Navigator that will be scheduled via Calendly.

## Participant Autonomy

CE participants may freely decide what information they provide during the assessment process. The refusal to respond to assessment questions or to accept a referral will not adversely affect their position on the prioritization list. The CE process may collect and document participant's membership in civil rights protected classes but will not consider membership in a protected class as justification for restricting, limiting, or steering participants to referral options.

Assessors must engage participants in an appropriate and respectful manner to collect only necessary assessment information. The assessment process may attempt to collect specific information about a person's diagnoses or disabilities, but only in so far as is necessary to determine program eligibility to make appropriate referrals, or in so far as is necessary to provide a reasonable accommodation for the household being served. Should a participant choose not to provide a piece of requested information, assessors need to openly communicate that it may make them ineligible for some programs. Assessors shall make every effort to assess and resolve the person's housing needs based on a participant's responses, no matter how limited they may be.

If participants refuse to answer some or all assessment questions, providers must:

- Explain the impact of incomplete responses and continue to perform outreach and engagement activities to build the relationship.
- Offer a different assessor or environment in which to complete the assessment.
- Consider participants that cannot be placed in housing because of a lack of information during Case Conferencing.
- Track how often participants are unable to be housed due to lack of information and evaluate further staff training needs to reduce occurrences.

## Privacy Protections

CE participating agencies are required to notify and obtain participant consent for the collection, use, and disclosure of participants' personally identifiable information (PII). Unless in a local, state, or national state of emergency, CE participating agencies shall obtain written client consent from the participant during an in-person assessment. Verbal consent is allowed under a state of emergency, but it is valid for no longer than one year.

All participant information collected, stored, or shared in the operation of CE functions, regardless of whether or not data is stored in HMIS, shall be considered personal and sensitive information worthy of the

full force of protection and security associated with data collected, stored, or shared in HMIS. All CE participating projects will ensure participants' PII will only be collected, managed, reported, and shared if secured in compliance with the HUD established HMIS privacy and security requirements.

## Assessor Training

The CoC is committed to ensuring that all staff who assist with CE operations receive sufficient training to implement the CE system in accordance with these policies and procedures. Anyone who administers VI/F/TAY-SPDAT must attend an annual refresher training and an annual Pinellas HMIS training. The purpose of VI/F/TAY-SPDAT training is to provide all staff administering assessments with access to materials that clearly describe the methods by which assessments are to be conducted with fidelity to the CoC's Coordinated Entry Policies and Procedures. Training will be offered at no cost to the agency or staff and will be delivered by an experienced professional trainer who is identified by the CoC. The assessment training will include but is not limited to:

- A review of CoC's written CE policies and procedures, including any adopted variations for specific subpopulations
- Requirements for the use of assessment information to determine prioritization
- Criteria for uniform decision-making and referrals
- Process for informing participants to file a nondiscrimination complaint
- Conditions for participants to maintain their place in coordinated entry prioritization lists when the participant rejects options
- Ensuring participants know they are allowed to decide what information they provide during the assessment process, to refuse to answer assessment without retribution or limiting their access to assistance
- Assessment engagement, including skills necessary to build trust and rapport with households during the assessment process, empathy, and empathetic responses, focusing on the feelings and thoughts of the individual completing the assessment, and active listening.

## Updating the Assessment

Participant data in HMIS can be updated after an initial CE data collection period and throughout project enrollment to reflect emergence of new information, corrections to previously collected information, or additions of previously unanswered questions.

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## Prioritization

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The prioritization policies described herein ensure that households with the greatest needs receive priority for any housing and homeless assistance available in the CoC. Prioritization is based on specific and definable criteria collected via the VI/F/TAY-SPDAT Assessment. Prioritization criteria are separate and distinct from eligibility criteria for housing programs. It is ultimately the provider's responsibility to determine and document individual's/ household's eligibility for programs. Prioritization decisions are based on the following identified urgency and vulnerability factors based on assessment information:

- Household's length of time homeless
  - Determined by length of time reported during the VI/F/TAY-SPDAT assessment in combination with a review of their Pinellas HMIS record.
- Service needs
  - Determined by the acuity captured in the VI/F/TAY-SPDAT assessment. When applicable, portions of the assessment targeting the use of crisis services are administered to the head of the household if the VI/F/TAY-SPDAT does not accurately capture the household's needs.

Housing units are defined as separate living quarters, such as a house, apartment, or mobile home. If the project allows for roommate rentals in one unit, the Housing Provider must be mindful of client choice, and having a roommate may not be safe or conducive to the client. Refusal of participating in shared housing with a roommate should not be grounds for denying a referral.

Per HUD Notice CDP-17-01, CoC's should include participants' choices in coordinated entry process decisions such as location and type of housing, level and type of services, and other program characteristics. Therefore, clients scoring in the PSH range may select the lower intervention of RRH.

### Emergency Shelter for Individuals

Entry to emergency shelter for individuals is not prioritized through CE, allowing for immediate crisis response for individuals seeking emergency services. Individuals are ensured access to emergency services through referrals obtained by contacting 2-1-1 Tampa Bay Cares. Individuals will be referred to emergency shelter and CE assessment will take place based on the assessment policies described above.

### Emergency Shelter for Families

Families with minor children will be referred to available shelter space as determined by the Family Crisis Flow Chart. See Attachment H for more information.

## Individual and Family Scores for Prioritization

In response to the COVID-19 pandemic, the CoC voted to temporarily increase the VI/F/TAY-SPDAT assessment score required to refer individuals and households as show in the chart below. Before the pandemic, coordinated entry prioritized individuals scoring 4-7 and households with minor children scoring 4-8 on the VI/F/TAY-SPDAT for rapid re-housing.

Individuals	
VI-SPDAT Score	Recommendation
10+	Permanent Supportive Housing
4-9	Rapid Re-Housing
0-3	No Housing Intervention – Self Resolution or Diversion Referral

Families	
VI-SPDAT Score	Recommendation
11+	Permanent Supportive Housing
4-10	Rapid Re-Housing
0-3	No Housing Intervention – Self Resolution or Diversion Referral

## Tie Breakers

The following criteria (only going to the next level as needed) will be used to break a tie between two or more individuals or families:

1. HUD definition documented chronic homelessness
2. Documented veteran status
3. Score on Section D (Wellness) of the VI-SPDAT/F-VI-SPDAT
4. Score on Section B (Risks) of the VI-SPDAT/F-VI-SPDAT
5. Score on Section C (Socialization) of the VI-SPDAT/F-VI-SPDAT
6. Date of VI-SPDAT/F-VI-SPDAT Assessment

## By-Name List Management

The CE By-Name List (BNL) is a list of all the households, which includes individuals, families with minor children, and veterans, who have completed the CE assessment and are awaiting referral for housing assistance. It is used to manage prioritization or housing assistance and is maintained through HMIS. The CE By-Name List is managed by HLA's Coordinated Entry Manager.

Every Monday, the CE Manager generates the By-Name List from Pinellas HMIS which is separated by individuals, families with minor children, and veterans.

By-Name List meetings are a form of case conferencing that work on ensure the outcomes from the CE assessment closely align with the CE prioritization process by accounting for population-based vulnerabilities and risk factors. By-Name List meetings provide an opportunity for providers that have direct contact with households experiencing homelessness to discuss critical updates to reduce barriers to accessing housing services. Any provider assisting the household should be in attendance, including potential housing providers such as RRH and PSH. By-Name List meetings for families with minor children are held the second and fourth Thursday of the month; Veteran By-Name List meetings are held the first and third Friday of each month; and effective January 1, 2022, By-Name-List meetings for individuals are to be held the first and third Thursday of each month.

Following the generation of the weekly By-Name List, the CE Manager reviews the list for proper enrollment in both shelter and RRH/PSH projects and makes efforts to ensure the data in HMIS is up to date.

Providers are responsible for maintaining accurate and confidential case records and electronic files in HMIS to provide efficient CE assessment and referrals.

The By-Name List is set up to reflect that unreferrred individuals, families and veterans are placed on the list in the order of the highest CE assessment scores. Scores in sections B, C, and D of the VI/F/TAY SPDAT are used as tiebreakers for those with the same score (see above). This creates the order for the CE Manager to makereferrals to housing providers.

Following unreferrred clients is a household list, in alphabetical order of project enrollment that have been referred to housing providers. Following the referred household list are the households that were housed the prior week as part of the preparation for CE closures in HMIS, which is completed by the CE Manager. The referred household portion of the By-Name List is shared with providers, the unreferrred list is maintained by the CE Manager and will not be published.

Effective November 1, 2021, providers are required to make the following updates in HMIS, under CE notes section:

- Household progress
- Household cooperation with housing project
- Household location
- Households that have self-resolved their homeless episode
- Critical information that relates to ongoing eligibility of the household

There should NOT be any Protective Health Information (PHI), or Personally Identifiable Information (PII) entered in the CE notes section as they are not confidential. These notes will be generated on each By-Name List to assist in prioritization and referral efforts. Providers must update HMIS when the client has been housed, so the next run of the By-Name List is accurate, and the CE Manager can close the household out of Coordinated Entry in HMIS.

## Documentation

Community Navigators and emergency shelter staff work together to assist individuals/ households to gather documentation of eligibility for housing programs. Preparing clients to become “document ready” includes verifying homelessness, chronic homelessness status, and disability. Additional documentation can include proof of identity (ID, Birth Certificate, SS Card), relationship status (marriage license), proof of custody for households with minor age children, and current benefits (VA, SSI/SSDI, TANF, EBT).

While Community Navigators make great efforts to get households document ready prior to referral, the responsibility ultimately rests with project staff to collect only the documentation necessary to verify household eligibility and complete enrollment.

## Interim Contact Protocols

The following guidelines for contacting individuals and heads of households should be followed:

### Initial Contact

Housing providers must contact the household within 2 business days of receiving the referral. If contact is

not made during this first attempt, the housing providers should attempt to contact the referred individual/household for a period of 7 business days from the date of the referral. During this period, providers should attempt to contact the individual and/or head of household on a minimum of three occasions using various means during different days and times of the day.

At a minimum, the first attempt should include a direct phone call using the numbers listed in Pinellas HMIS and contact the most recent/current provider. The following two attempts should also include the use of email (if provided), text messaging, and alternate contacts (e.g., emergency contacts, shelters, case managers, family/friends).

If the individual/household is currently staying in an Emergency Shelter, the shelter staff should be notified of the request to contact and meet with the individual or head of household within 2 business days of the referral. Emergency shelter staff should support the household and help them contact the housing provider to discuss their referral. If the household agrees with the referral, HMIS will need to be updated to “accepted.”

#### Action after the Household Cannot be Located:

If the housing provider has been unable to contact the referral for 7 days, they must notify the HLA via Pinellas HMIS to indicate the referral has been “declined” and that a new referral is needed because the client cannot be located.

If the individual/household reaches out within a 30-day period from the original referral, has not been referred to another provider, and the housing provider has referral capacity, the housing provider must contact [cpannella@hlapinellas.org](mailto:cpannella@hlapinellas.org) within two business days and request the household be re-referred to the housing provider.

Individuals/households who cannot be located after two consecutive referrals to different projects will not be referred again until they have an updated VI-SPDAT within Pinellas HMIS.

#### Action after the Household Declines Housing

Individuals/households being referred through Coordinated Entry can deny up to two (2) housing provider referrals. After the second offer and denial, the housing provider will respond via Pinellas HMIS to indicate the referral has been “declined”, and the household will not be considered for any further housing opportunities and will be removed from the CoC By-Name List.

## Case Conferencing

Many successful CE systems are supported by case conferencing, a care management technique that brings together all members of the patients’ care team. Case conferencing allows for coordination, problem-solving, and service prioritization decisions to be made collectively by all community partners.

#### Goals of Case Conferencing

- To ensure holistic, coordinated, and integrated assistance across providers
- To clarify roles and responsibilities and reduce duplication of services



- To review and work to reduce barriers related to each household's housing goal
- To help housing providers monitor and advance the progress of clients toward housing
- To identify and track system-wide barriers and strategize solutions across multiple providers
- To ensure outcomes of the VI-SPDAT/ F-VI-SPDAT/TAY-SPDAT align with the CoC's prioritization process

Case conferencing will be used by all service providers who participate in CE and receive CoC funding as outlined in the procedures below. All conference participants must demonstrate professional judgment and remain objective in the reviews of cases. A signed Release of Information Form must be on file for each household/individual. All written communications regarding household/individuals will use the HMIS Client ID instead of the first and last names for privacy and security.

#### Tier 1 - By-Name List Meetings

Meeting attendees may include Community Navigators, housing providers, Street Outreach, participant advocates, and any other direct service providers. The meeting objective is to prepare clients for RRH and PSH referrals, ensuring their prioritized housing pathway is appropriate and the client is prepared for housing placement when a referral is made.

CE staff should prepare for each case conferencing meeting by organizing and updating the By-Name List, which is organized by CoC prioritization. Provider updates for non-veterans should be completed by 5 P.M. each Tuesday. Provider updates for veterans should be completed by 5 P.M. each Wednesday. CE staff preparation occurs on Wednesdays. During the meeting, the following topics should be discussed:

- Current client location
- Barriers to service and potential solutions
- Household safety if unsheltered
- Next steps, including but not limited to critical action items with roles, timelines, and any participant updates that need to be documented

*By-Name Meetings may focus on specific issues impacting the CoC. Examples may include case conferencing for clients on the By-Name List for over 90-days or the Chronically Homeless with high CE assessment scores.*

#### Tier 2 - Provider Coordination Meetings

This meeting is specific to the housing program and providers with clients referred to that respective program. The objective of the meeting is to decrease the time between CE referral and housing placement through swift provider communication. During the meeting, the following topics should be discussed:

- Client barriers to housing placement
- Client communication barriers (Ex: Inability to reach household or household misunderstanding housing provider directives.)
- Client housing concerns (Ex: Household refuses housing options or is not document ready)
- The possible return of a household/individual to CE By-Name List and negative CE closure
- Next steps including target housing dates

When a household/individual is dually enrolled within Emergency Shelter and a Housing Project (Ex: ES/RRH), it is the housing provider's responsibility to organize case coordination to ensure there is accurate and effective communication regarding the household/individual's progress to housing.

### Tier 3 - Mediation Meetings

A mediation case conference meeting should be called if a RRH household/individual is found to be unsuccessful and is at-risk of returning to homelessness, regardless of the interventions and goals established by CE assessment. Meeting attendees may include housing providers, ES staff, CE Navigators, participant advocates, and any other direct service providers.

If a housing provider and shelter cannot agree on a resolution to address a household/individual's housing barriers, a Case Presentation Form must be submitted electronically to CE staff. A meeting will be set-up within 72 business hours of the receipt of the request. If resolution cannot be attained, CE staff will:

- Elevate the case to Tier 4 if the household/individual is risking an exit to literal homelessness; or
- Elevate the case to a meeting involving a member of the CoC executive leadership team, local funder (if applicable) and executive leadership and management for the housing provider, ES, and any other service providers that may be able to assist.

### Tier 4 - Emergency Meetings

Emergency meetings will be scheduled when there is an urgent need for case consultation. Meeting attendees will include volunteers from the Provider's Council who will be alerted of the need to meet via an email from Coordinated Entry Manager Carly Pannella ([cpannella@hlapinellas.org](mailto:cpannella@hlapinellas.org)). Emergency case consultations will be called not be called later than 6 PM for:

- Families with minor children found to be staying in place not meant for habitation if there are no family shelter units available
- A household/individual is going to be exited from a project within 24-hours or less to a place not meant for habitation
- A Tier 3 case that cannot be mediated, individuals over the age of 65 in a high-risk situation, and the household/individual is at-risk of exiting to a place not meant for habitation

### Required Meeting Follow Up

After each case conference, regardless of tier, there should be action-oriented follow-up that includes:

- Members will complete steps provided by the housing plan established during the Case Conference.
- Tiers One, Three, and Four follow-ups should be tracked and documented by Coordinated Entry staff.
- Tier Two follow-up should be tracked and documented by the Housing Provider.

### Required Monthly Data Review

Each month during the HLA Internal Data Review, the effectiveness of the case conferences will be reviewed. The results of these reviews will be shared with the Pinellas Continuum of Care's Data and System Performance Committee quarterly. The discussion should include, but is not limited to, the following questions:

- How many clients on the list have a clear next step documented?
- How many clients have a housing plan that includes a target move-in date?
- What percentage of the list has a target move-in date within the next month?
- How many clients moved in by their target move-in date within the past month?

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## Referral

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Coordinated Entry identifies the next eligible household for an open unit in the CoC based on the prioritization policy and tiebreakers, then a referral is made to a housing project based on:

- Appropriate/Best Referral – Unit eligibility and available services are the right fit for household needs.
- Household Choice – Households have the right to reject housing and service options without retribution or limiting their access to additional housing options.
- Funding requirements, which would include city boundaries, family demographics, program eligibility, and income guidelines.

## Notification of Vacancies

Housing providers must evaluate their ability to accept new referrals based on caseload volume and staff capability once per week. Caseload volume is to be communicated with CE staff weekly. When a CE provider has open and available housing inventory or case capacity, they must:

- Notify HLA CE staff of the vacancy via email
- HLA CE staff make referrals based on household choice, acuity, and tiebreakers
  - Referrals are made via email as soon vacancies become available
- Providers are to contact the referred client based on the information in HMIS
  - If they are not successful, they are to follow the CE Interim Contact Policy and Procedures
- Commit to communicating with HLA CE staff
  - When a referral leads to successful program entry, the provider needs to complete project entry into HMIS within 72 hours and inform HLA CE staff within four businesses days that they household has entered the project.
  - When a referral leads to successful housing, the provider needs to complete the move-in date in HMIS within 72 hours and inform HLA CE staff within four businesses days that they household has moved into housing.

At the time of CE referral, if no PSH resources are available, those scoring in the PSH range will be given the opportunity to select RRH, if there are appropriate openings.

## Mobility Transfer Policy

CE recognizes that circumstances arise which may require a change in a current housing placement. To be eligible, households must have a completed CE assessment entered in Pinellas HMIS with a score of more than 3. Households may be eligible for a transfer if they experience any of the following:

- Imminent Safety Issue – An imminent safety issue that cannot be resolved through safety planning within the current placement. A household should contact 911 if they feel they are unsafe. CE will not approve a mobility request for safety if there is a severe safety risk that could endanger those in the new program. Safety issues related to domestic violence should be referred to domestic violence resources.
- Geographic Change – Travel burden that results from a household's resource location (employment,

education, childcare) such that it leads to housing instability.

- Change in Service Need– As demonstrated by change in SPDAT score and vulnerabilities that did not present during the CE assessment. A change in service request may be referred for Tier Three Mediation Case Conferencing prior to approval of mobility request.
- Exiting Program Due to Age Limits Without a Safe Place to Go – Aging out of a CE participating program OR aging out of an under 18 shelter programs without a safe housing option available.
- Change in Family Size - A change in the number of household members that impacts the eligibility of current housing placement.

The following process must be followed for all mobility transfers:

1. The housing provider must send a completed Mobility Request form to the CE Supervisor.
  - a. The form can be found at: <https://hlapinellas.wufoo.com/forms/pinellas-coordinated-entry-mobility-request/>
2. CE staff will facilitate conversations with the household and housing provider to understand both perspectives of the mobility request, and ensure the household wants to transfer programs. This follow-up will be completed within:
  - a. One business day when there is a safety issue
  - b. Three business days when there is not a safety issue
3. If the request is approved, the eligible household will be reactivated on the By-Name List and will be prioritized for the next referral. The eligible household will be contacted by a CE Navigator when the next appropriate housing resource is available.
  - a. Households who have been approved for safety reasons will be prioritized
  - b. CE staff will update necessary information in Pinellas HMIS
4. If the household has been approved but there is currently no housing available, CE Navigators will work with the household and housing provider to develop a housing plan and refer households to needed services.
5. If denied for mobility through CE, the housing situation will be determined between the housing provider and the household.

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## Data Management

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The CoC uses HMIS to manage CE data and ensure adequate privacy protections of all participant information. Participating agencies must collect all data required for CE as defined by the CoC, including the “universal data elements” listed in HUD’s HMIS Data Standards Data Manual, Pinellas HMIS Policies and Procedures, and Pinellas CoC Data Quality Policies and Procedures. The CoC ensures adequate privacy protections of all participant information per the HMIS Data and Technical Standards and Pinellas HMIS Policies and Procedures.

### Data Collection

CE is a process that is supported by multiple agencies for an extended period. CE is a system-level "project," which means that as households are triaged and identified as experiencing homelessness, they are enrolled in the CE project with a "start date." Then data can be collected by different agencies, at different points in time, to populate a single record.

### Participant Consent

All households have the right to refuse to share their information among providers within the CoC. The CE process prohibits denying services to participants if they refuse to allow their data to be shared, unless federal statute requires collection, use, storage, and reporting of their PII as a condition of program participation. The HMIS Release of Information (ROI) is used to obtain participant consent to share and store participant information for purposes of assessing and referring participants through the coordinated entry process. The CE process ensures all users of HMIS are informed of and understand the privacy rules associated with collection, management, and reporting of client data.

As part of the assessment process, participants will be provided with a written copy of the CoC’s “Participant Consent” form, which identifies what data will be collected, what data will be shared, which agencies data will be shared with, and what the purpose of the data sharing is. Participants do have the option to decline sharing data.

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## Evaluation

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Regular and ongoing evaluation of the CE system will be conducted to ensure that improvement opportunities are identified that results are shared and understood, and that the CE system is held accountable. CE system data is reviewed monthly and reported to the CoC's Data and System Performance Committee on a quarterly basis. The CoC's Diversity, Equity, and Inclusion Committee evaluations CE data quarterly to monitor race equity. The HLA will conduct annual monitoring of the CE system and report findings with recommendations for enhancement to the CoC.

HLA CE staff consults with each participating project and project participants at least annually to evaluate the intake, assessment, and referral processes associated with Coordinated Entry. Solicitations for feedback address the quality and effectiveness of the entire Coordinated Entry experience for both participating projects and households. Through an electronic survey, 20 CE participants will be selected at random. The CE Manager will use participant's phone and/or email addresses from HMIS to record their survey responses. All responses will remain anonymous. The results are grouped into themes by CE staff and reviewed by the HLA's Quality and Performance Improvement department. HLA's Quality and Performance Improvement department will then make recommendations to the Providers Council and CoC Board of Directors for approval and inclusion in updated policies.

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## Attachments

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Attachment A – Frequently Used Terms and Definitions

Attachment B – Grievance Policy and Procedure

Attachment C – CoC and ESG Written Standards

Attachment D – NCS Assessment

Attachment E - VI-SPDAT

Attachment F - F-VI-SPDAT

Attachment G – TAY-VI-SPDAT

Attachment H – Crisis Family Flow Chart



2021

## Frequently Used Acronyms and Definitions

211

211 Tampa Bay Cares (TBC) is an information and referral hotline for social services in Pinellas County.

Adult Emergency  
Financial Assistance  
Program (AEFAP)

The Adult Emergency Financial Assistance Program (AEFAP) helps qualifying adults (18 years of age or older, or legally emancipated youth without minor children in household) by providing financial assistance to help prevent evictions, foreclosures, and unhealthy living conditions as well as things to keep people employed. Assistance is provided only once every twelve months.

Advocacy Committee

This committee develops an annual HLA advocacy agenda to be approved by the Board, advocates on behalf of the Pinellas CoC, and addresses any advocacy issues that may arise throughout the year.

Annual Homeless  
Assessment Report  
(AHAR)

The U.S. Department of Housing and Urban Development's [Annual Homeless Assessment Report](#) to Congress.

Area Median Income  
(AMI)

HUD calculations of the median income in an area that are presented by household size and adjusted each year. Many housing programs use percentages of AMI as the guidelines for income eligibility.

Annual Performance  
Report (APR)

HUD requires an annual progress report for all homeless projects.

Bay Area Legal Services  
(BALS)

[Bay Area Legal Services](#)

Built for Zero

[Built for Zero](#) is a program of more than 80 communities working to achieve an end to homelessness that lasts and leaves no one behind. The goal is to achieve a milestone known as functional zero — an ongoing state where homelessness is continuously rare and brief. The Pinellas County CoC began working with Built for Zero in 2021.

Annual Renewal  
Demand (ARD)

Total dollar amount of all the CoC's projects that will be eligible for annual renewal funding.

CASA

[Community Action Stops Abuse](#)

Case Conferencing

A meeting at which all the parties involved in a case come together to discuss it and identify appropriate solutions.

CDBG	Community Development Block Grant - A federal program that allocates money to local governments for low/moderate income community-based projects. These funds can then be spent on a wide variety of housing, infrastructure, human services, and economic development activities.
CDBG-CV	Community Development Block Grant – Coronavirus. Additional CDBG funding authorized by the CARES Act in March 2020.
Chronically Homeless	An individual is defined by HUD as “Chronically Homeless” if they have a disability and have lived in a shelter, safe haven, or place not meant for human habitation for 12 continuous months or for 4 separate occasions in the last three years (must total 12 months).
Code of Federal Regulations (CFR)	The U.S. Department of Housing and Urban Development’s <a href="#">Code of Federal Regulations</a> .
Cold Night Shelter (CNS)	Emergency shelters active on nights that the temperature is expected to fall to 40 degrees or lower. Overnight guests are provided with a safe place to sleep, sleeping supplies, and food at <a href="#">8 locations</a> across Pinellas County. Cold Night Shelters are a volunteer-lead initiative that operate between November and March.
Collaborative Applicant	An entity that applies for HUD funding. The HLA serves as the collaborative applicant for the CoC. The Collaborative Applicant is responsible for collecting and combining the required application information from all Continuum of Care Program funded projects within the geographic area. The Collaborative Applicant is also responsible for submitting the annual application to HUD for Continuum of Care Program funding and to apply for Continuum of Care Planning dollars.
Community Law Program (CLP)	<a href="#">Community Law Program</a>
Consolidated Plan	A locally developed plan that must be submitted to HUD as part of the eligibility process for certain HUD programs, including Community Development Block Grant and HOME Investment Partnership Program.
Continuum of Care (CoC)	The Pinellas Continuum of Care has 27 members. The Board includes nine elected officials and sixteen community leaders; (four service experts, two faith-based organizations representatives, two business representatives, a representative of the Juvenile Welfare Board, three Housing Authority representatives, one healthcare representative, one at-large representative and two homeless or formerly homeless representatives).
Coordinated Entry (CE)	A standardized access, assessment, and referral process for housing and other services across agencies in a community. Coordinated entry processes are intended to help communities prioritize assistance to ensure that persons who are most in need of assistance receive it in a timely manner. The HLA administers the Coordinated Entry Process on behalf of the CoC. All CoC funded projects must receive their referrals via CE



CoPP	City of Pinellas Park
CoSP	City of St. Petersburg
Data and System Performance Committee (DSP)	The Data and System Performance Committee (DSP) coordinates HMIS data collection, reviews systems performance measures and reviews all PIT/HIC/AHAR data. They also scan the environment for best practices and innovations and evaluate outcomes of the CoC overall and projects funded under HUD.
Department of Children and Families (DCF)	A state agency that provides social services to children, adults, refugees, domestic violence victims, human trafficking victims, the homeless community, childcare providers, disabled people, elderly. DCF funds some HLA programs.
DCF Statewide Homeless Report	The Florida Council on Homelessness submits an <a href="#">annual report</a> to the Florida Governor and Legislature summarizing recommended actions to reduce homelessness, as well as data concerning those persons currently experiencing homelessness in Florida.
Directions for Living (DFL)	<a href="#">Directions for Living</a>
Diversion	An intervention for households who have lost their housing and are about to enter shelter or sleep outside. Services offered may include but are not limited to conflict mediation and financial assistance.
Diversity, Equity, and Inclusion Committee (DEI)	The Diversity, Equity, and Inclusion Committee (DEI) provides insight and advice on promoting diversity, equity, and inclusion in the CoC. The committee will consider and develop strategies for board consideration that foster greater participation and make the CoC more accommodating and reflective of members from diverse backgrounds, perspectives, and abilities. The committee will be aware of and ensure coordination and collaboration of diversity, equity, and inclusion efforts throughout the CoC.
Domestic Violence (DV)	Domestic violence and emotional abuse are behaviors used by one person in a relationship to control the other. Partners may be married or not married; heterosexual, gay, or lesbian; living together, separated, or dating.
Emergency Shelter (ES)	Emergency Shelter
Emergency Housing Voucher (EHV)	Additional housing choice vouchers authorized by the American Rescue Plan in March 2021. Vouchers were given to public housing authorities to assist individuals and families who are homeless, at risk of homelessness, fleeing, or attempting to flee, domestic violence, or were recently homeless or have a high risk of housing instability.
Emergency Rental Assistance (ERA)	Emergency Rental Assistance
Emergency Solutions	A federal program which provides funding for a variety of homeless services including homeless prevention and rapid re-housing. ESG was formerly known as Emergency

Grant (ESG)	Shelter Grants, with the name change occurring in 2009.
ESG-CV	Emergency Solutions Grant – Coronavirus. Additional CDBG funding authorized by the CARES Act in March 2020.
Eviction Diversion (ED)	Eviction Diversion is an intervention that involves legal aid and mediation to landlords and tenants involved in an eviction-related dispute. It can include payment of past-due rent to keep a tenant in a unit, and/or housing navigation services and financial provisions for relocation to a new unit.
Fair Market Rent (FMR)	<a href="#">HUD calculation</a> of a mid-market rent for localities that are established by unit size and updated each year. FMR is sometimes used as a ceiling for allowable rent in Section 8 or other Tenant-Based Rental Assistance programs.
Federal Poverty Level (FPL)	<a href="#">A measure of income</a> issued every year by the Department of Health and Human Services (HHS). Federal poverty levels are used to determine eligibility for certain programs and benefits.
Fiscal Year (FY)	The HLA's fiscal year is October 1 – September 30
Front Door	A centralized location(s) where individuals and families can access housing and supportive services.
FSI	Family Services Initiative - This project helps families with minor children prevent child protection investigations, homelessness, and further social service engagement by providing families with wrap-around services to meet families' basic needs.
F-SPDAT	Family- Service Prioritization Decision Assistance Tool
F-VI-SPDAT	Family Vulnerability Index - Service Prioritization Decision Assistance Tool
Funders Council	Makes recommendations to the full CoC Board on funding of homeless/at-risk programs and services, either in response to CoC Board requests or on issues raised by Funders Council members. Makes Recommendations on strategically aligning funding resources available for homeless/at-risk programs and services based on CoC Board approved priorities, to make the most effective use of scarce resources.
Grant Inventory Worksheet (GIW)	Document annually submitted to HUD confirming the amount of renewal funding to be requested by the CoC (lists the past CoC grants eligible for renewal in the upcoming competition year).
H2H	Hospital to Hotel Project (Recuperation Hotel)
HEARTH Act	Homeless Emergency Assistance and Rapid Transition to Housing - A federal act which amended and reauthorized the McKinney-Vento Homeless Assistance Act. The legislation increased priority on homeless families with children and significantly increased resources to prevent homelessness.

HEP	<a href="#">Homeless Empowerment Program</a>
HIPAA	Health Insurance Portability and Accountability Act of 1996
HMIS	Homeless Management Information System - A federally and state mandated computerized database system for programs serving homeless persons, especially programs receiving certain federal homeless program funds. The HMIS system is intended to provide the data foundation for program outcome and evaluation monitoring.
HMIS Lead Agency	Entity designated by the CoC in accordance with HUD's CoC Program interim rule to operate the HMIS on the CoC's behalf. The HMIS Lead designated by the CoC may apply for CoC Program funds to establish and operate its HMIS
HOME Investment Partnerships Program (HOME)	A HUD grant program that provides housing subsidies to local and state governments who are recognized as participating jurisdictions. The money can be used to purchase, rehabilitate, or construct housing; it can be used to subsidize rents of tenants as well.
Homeless	HUD defines four categories of homelessness: <ol style="list-style-type: none"><li>1. Literally Homeless - Individual or family who lacks a fixed, regular, and adequate nighttime residence</li><li>2. Imminent Risk of Homelessness - Individual or family who will imminently lose their primary nighttime residence within 14 days</li><li>3. Homeless Under Other Federal Statutes</li><li>4. Fleeing or Attempting to Flee Domestic Violence</li></ol>
Homeless Prevention	An intervention for households who currently have housing but are at high risk of homelessness. Services may include but are not limited to case management and financial assistance.
Household	All the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.
Housing Quality Standards (HQS) Inspection	An inspection which all units must pass before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants.
Housing Choice Voucher (HCV)	Rental subsidy program (also known as Section 8).
Housing First	Housing First is an approach to ending homelessness that centers on the concept that a homeless individual or household's first and primary need is to obtain stable housing, and that other issues that may affect the household can and should be addressed once housing is obtained.

<b>Housing Inventory Count (HIC)</b>	Continuum of Care (CoC) Homeless Assistance Programs <a href="#">Housing Inventory Count Reports</a> provide a snapshot of a CoC's HIC, an inventory of housing conducted annually during the last ten days in January. The reports tally the number of beds and units available on the night designated for the count by program type.
<b>Housing Navigation</b>	Housing navigation is the practice of pairing a homeless individual, households with minor children, or an individual referred from Eviction Diversion, with a trained housing navigator. Together, they work to find, obtain, and make a plan to maintain housing. At the Homeless Leadership Alliance of Pinellas (HLA), housing navigation activities may include searching for housing, developing a housing plan, completing inspections, starting utility services, and moving into housing.
<b>Housing Opportunities for Persons with AIDS (HOPWA)</b>	A HUD housing subsidy program for persons living with AIDS.
<b>HUD</b>	U.S. Department of Housing and Urban Development - The federal department which allocates most funding pertaining to housing and homelessness.
<b>Intake</b>	The series of steps taken when a household or individual enters a new program. This often includes information gathering, HMIS data entry, and may include assessment.
<b>Interdisciplinary Team (IDT) Staffing</b>	A meeting between everyone involved with a case – including the client – to coordinate care, improve communication, encourage teamwork, and promote optimal care
<b>JWB</b>	<a href="#">Juvenile Welfare Board</a> – A countywide special taxing district responsible for helping children lead healthy, successful, and satisfying lives.
<b>Lead Agency</b>	The Pinellas Continuum of Care appoints the CoC Lead Agency that will complete designated work tasks assigned by the Pinellas Continuum of Care and will provide meeting support for the Pinellas Continuum of Care Board and committees. All responsibilities are documented in the Pinellas Continuum of Care Lead Agency Memorandum of Understanding.
<b>Literally Homeless</b>	Has a primary nighttime residence that is a public or private place not meant for human habitation or is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs) or is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
<b>Low Income Housing Tax Credit (LIHTC)</b>	A federal program which grants tax credits to investors in low-income housing projects.

Mainstream Provider	Agency or entity that can provide necessary services or assistance to persons served by coordinated entry. Examples of mainstream system providers include hospitals, mental health agencies, and schools.
McKinney-Vento Homeless Assistance Act	The McKinney-Vento Homeless Assistance Act authorizes the federal Education for Homeless Children and Youth Program and is the primary piece of federal legislation related to the education of children and youth experiencing homelessness.
NCS	Non-Congregate Shelter
Notice of Funding Opportunity (NOFO)	Notice of Funding Opportunity
Notice of Funding Availability (NOFA)	A NOFA is issued by a governmental body, foundation, etc. which is looking for organizations or individuals to submit proposals in response to a funding opportunity, generally a grant.
Neighborhood Stabilization Program (NSP)	HUD's Neighborhood Stabilization Program provides emergency assistance to state and local governments to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities.
Projects for Assistance in Transition from Homelessness (PATH)	Program to provide outreach and services to people with serious mental illness who are homeless, in shelter or on the street, or at imminent risk of homelessness.
Pinellas County Human Services (PCHS)	With a network of over 105 partner agencies and managing 190 plus contracts and grants, Human Services helps Pinellas County residents obtain access to medical care, emergency financial assistance, help connect to county judicial resources, optimize benefits for Veterans and Dependents, investigate consumer complaints, and help those who are experiencing homelessness.
Personal Enrichment Through Mental Health Services (PEMHS)	Personal Enrichment Through Mental Health Services provides behavioral health service.
Permanent Housing (PH)	A general name for a variety of housing projects which are ongoing and unending. Also see PSH.
Permanent Supportive Housing (PSH)	PSH is permanent housing, with indefinite leasing or rental assistance, paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability.
Personally Identifiable Information (PII)	Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Examples include a full name, Social Security number, driver's license number, bank account number, and email address.

Pinellas Board of  
County Commissioners  
(PCBCC)

Pinellas County Board of County Commissioners

Pinellas Community  
Foundation (PCF)

[Pinellas Community Foundation](#)

Pinellas County  
Property Appraiser's  
Office (PCPAO)

[Pinellas County Property Appraiser's Office](#)

Point In Time (PIT)

A HUD-mandated [biennial count of persons experiencing homelessness](#) on a specified day of the year intended to provide a snapshot report on the extent of homelessness.

Providers Council

Makes recommendations to the full CoC Board on homeless/at-risk services system issues, concerns and needed actions, either in response to CoC Board requests or on issues raised by Providers Council members. The membership of the Providers Council shall include representatives from homeless/at-risk service providers and other organizations that are actively involved in services that affect homeless/at-risk target groups in Pinellas County.

Public Housing  
Authority (PHA)

A local quasi-governmental agency that typically owns and manages public housing units and may administer a Section 8 program.

Quarterly Performance  
Report (QPR)

QPRs contain project names, activity descriptions, project locations, national objectives, funds budgeted and expended, funding sources, numbers of properties and housing units, beginning, and ending dates of activities, and numbers of low- and moderate-income persons or households benefiting from the use of Neighborhood Stabilization Program funds.

Rapid Re-Housing  
(RRH)

Rapid re-housing is an intervention designed to help individuals and families to quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid rehousing program are housing identification; rent and move-in assistance (financial); and case management and services.

Request for  
Information (RFI)

A request for information is a common business process whose purpose is to collect written information about the capabilities of various suppliers. Normally it follows a format that can be used for comparative purposes. An RFI is primarily used to gather information to help make a decision on what steps to take next.

Request for Proposal  
(RFP)

An RFP is a request for organizations or individuals to submit proposals/bids to provide services or a product outlined in the RFP.

Request for  
Qualifications (RFQ)

A request for proposals to select a consultant or partner that focuses less on cost and more on experience. It may generate a list of bidders who are then used for an RFP process, or it may lead to a collaborative process to determine projects costs.

Safe Haven (SH)	A safe haven is a form of supportive housing that serves hard-to-reach homeless persons with severe mental illness who are on the street and have been unable or unwilling to participate in supportive services.
Section 8	A federally funded rent-subsidy program for low-income households recently renamed the Housing Choice Voucher (HCV) program. Under Section 8, a tenant pays 30-40% of their monthly income for rent and the government pays the remainder, up to a set maximum Fair Market Rent. Section 8 subsidies can be tenant-based (awarded to a tenant household that can take them to any private landlord) or site-based/project-based (awarded to an owner who uses it on the same unit over time).
Shelter Plus Care (S+C or SPC)	SPC provided rent subsidies to households that are homeless and in which at least one adult has a disability that prevents the person/household from being able to live independently.
Social Action Funding (SAF)	Social Action Funding
SSI/SSDI Outreach, Access, and Recovery (SOAR)	SSI/SSDI Outreach, Access, and Recovery: A technical assistance initiative that assists people who are homeless to successfully apply for Social Security Income (SSI) and Social Security Disability Incomes (SSDI). The initiative helps people who are eligible for such benefits to receive them sooner.
Social Security Disability Income (SSDI)	Social Security Disability Insurance is a payroll tax-funded federal insurance program of the United States government. It is managed by the Social Security Administration and designed to provide monthly benefits to people who have a medically determinable disability that restricts their ability to be employed.
SPDAT or “Full SPDAT”	Service Prioritization Decision Assistance Tool
Strategic Planning Committee	This committee shall make recommendations to the full CoC Board for the implementation of a Housing First approach for the homeless system of care in Pinellas County, with a goal of homelessness being rare, brief, and non-recurring. This committee focuses on the development of strategic goals and planning for the CoC to provide a sense of direction and outlines measurable goals that will be the guide for driving day-to-day decisions of the CoC Board. Also responsible for developing a means for evaluating progress and changing approaches when moving forward.
Subsidy	A direct or indirect payment to an individual or family to assist with housing and basic needs.
Sunshine Law	The Pinellas Continuum of Care operates in accordance with Chapter 119, Florida Statutes – <a href="#">the “Sunshine Law”</a> – and thus any materials given to Board Members or staff are considered public records and are retained and, upon request, made available to the public and media.
Supplemental Nutrition Assistance Program (SNAP)	SNAP provides nutrition benefits to supplement the food budget of needy families so they can purchase healthy food and move towards self-sufficiency.



Supplemental Security Income (SSI)	The Supplemental Security Income (SSI) program provides monthly payments to adults and children with a disability or blindness have income and resources below specific financial limits. SSI payments are also made to people aged 65 and older without disabilities who meet the financial qualifications.
Supportive Services Only (SSO)	HUD Homeless Assistance Program term for projects which provide support services only (no housing provided).
Supportive Services for Veteran Families (SSVF)	Supportive Services for Veteran Families was established by the United States Department of Veterans Affairs in 2011 to create public-private partnerships to rapidly re-house homeless Veteran families and prevent homelessness for very low-income Veterans at imminent risk due to a housing crisis.
SVdP	<a href="#">St. Vincent de Paul</a>
Technical Assistance (TA)	Refers to the provision of support training to organizations that is intended to help the organization strengthen its ability to perform key tasks in the future.
Temporary Assistance to Needy Families (TANF)	The major welfare program that provides income support to poor families. Replaced AFDC (Aid to Families with Dependent Children).
Transitional Housing (TH)	A general name for a variety of time-limited housing programs that are intended to help households ready themselves to move to permanent housing. HUD TH programs are limited to homeless households and are intended to serve households for no more than 2 years and usually have specific supportive services as a part of the program.
Trauma Informed Care	A trauma-informed approach to care acknowledges that health care organizations and care teams need to have a complete picture of a patient's life situation — past and present — to provide effective health care services with a healing orientation. Adopting trauma-informed practices can potentially improve patient engagement, treatment adherence, and health outcomes, as well as provider and staff wellness.
U.S. Department of Housing and Urban Development (HUD)	Federal agency responsible for administering housing and homelessness programs including the CoC and ESG Programs.
USICH	U.S. Interagency Council on Homelessness
VASH	HUD-VA Supportive Housing Program
Violence Against Women Act (VAWA)	U.S. federal legislation, initially passed in 1994, that expanded the juridical tools to combat violence against women and provide protection to women who had suffered violent abuses.



## VI-SPDAT

Vulnerability Index - Service Prioritization Decision Assistance Tool

## Warm Hand Off

A transfer of care between housing and/or supportive service providers.

## Written Standards

A document synthesizing key elements of HUD regulations with the processes and priorities of the CoC to ensure that all projects that receive HUD and ESG funding are administered fairly and methodically.

### Pinellas County Continuum of Care Coordinated Entry Grievance Policy and Procedure

The Pinellas County Continuum of Care's Coordinated Entry (CE) policy to make every effort to settle difficulties and problems which may occur during the CE process.

Every client who participates in the CE process is entitled to file a grievance if they have a complaint regarding the CE process including:

1. Barriers/difficulties accessing the county Point of Entry for homeless services;
2. Issues regarding the CE assessment that gathers client data; and,
3. Issues regarding referrals to appropriate homeless housing and services.

Clients who feel they did not receive fair treatment, were denied resources, or given an inappropriate referral may file a formal grievance orally or in writing. CE system partners must provide all individuals and households with the CE Grievance Policy upon intake. Hard copies can be obtained by printing this section of the Policies and Procedures. See table below for explanation of grievance type and receiving authority.

	Agency Grievances	Coordinated Entry Grievances
Description	Grievances related to the individual's or family's experience with a CE partner agency.	Grievances related to the Coordinated Entry Policies and Procedures and/or CE decisions, including decisions made by the Coordinated Entry Manager.
Submit To	Offending Agency	Carly Pannella Coordinated Entry Manager Homeless Leadership Alliance of Pinellas <a href="https://hlapinellas.wufoo.com/forms/pinellas-county-coc-coordinated-entry-grievance/">https://hlapinellas.wufoo.com/forms/pinellas-county-coc-coordinated-entry-grievance/</a>

- Once the grievance is received, the CE Lead Agency will contact and meet with the client within three (3) business days; the meeting may be in person or a phone/virtual meeting.
- After the meeting, the CoC Lead Agency will complete Part II of the grievance form and inform the client of the outcome.
- The client will complete Part III and sign and date the form.
- If the client agrees with the outcome, the process ends, and the resolution is implemented.
- If the client disagrees, they may submit their grievance to the Continuum of Care Executive Committee for review.

# Pinellas County Continuum of Care FL 502 Written Standards

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## Introduction

The Pinellas County Continuum of Care (CoC) is responsible for coordinating and implementing a coordinated homeless response system to meet the needs of persons experiencing or at imminent risk of homelessness within our geographic area (Pinellas County).

Both the Emergency Solution Grant (ESG) and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) program rules state that each Continuum of Care must establish written rules for the administration of ESG and CoC assistance. All programs that receive ESG or CoC funding are required to abide by these written standards. The CoC strongly encourages programs that do not receive either of these funds to utilize these written standards for consistency purposes.

Most of these standards are informed by the ESG and/or HEARTH Rules and were developed in consultation with CoC and ESG recipients. These partners provided valuable input from the perspective of direct service providers including Homelessness Prevention (HP), Street Outreach (SO), Emergency Shelter (ES), and Rapid Re-housing (RRH).

Additional standards from the State of Florida are also included to support Coordinated Entry (CE) goals, enhance CoC performance outcomes, and to help the CoC reach the goal of ending homelessness in our region. This is a living document that will evolve with service needs and funder requirements.

## Overview of Programs

### Continuum of Care Program

The Continuum of Care is a local planning body that coordinates funding for housing and services for homeless families and individuals in Pinellas County, Florida. The Lead Agency for the CoC is the Homeless Leadership Alliance of Pinellas.

The Continuum of Care is focused on reducing first time homelessness and helping individuals who are literally homeless as defined by the U.S. Department of Housing and Urban Development (HUD). Projects funded through the CoC aim to assist persons experiencing homelessness obtain and maintain permanent housing by providing wraparound services to increase the participant's likelihood of success.

### Emergency Solutions Grant Program

The U.S. Department of Housing and Urban Development awards the Emergency Solutions Grant (ESG) program to entitlement jurisdictions and the State of Florida. The State is required to distribute the grant for projects operated by local government agencies, private non-profit organizations, or a combination of the two. ESG Funds are awarded to CoC Lead Agencies by the Florida Department of Children and Families (DCF) through an annual grant application process.

The ESG program is designed to improve the quality and quantity of emergency shelters for persons experiencing homelessness and assist with the costs associated with operating emergency shelters. ESG

funds allow persons experiencing homelessness to have access to safe, sanitary, habitable, and functional shelter. These funds also provide services and assistance to those experiencing homelessness with a focus on homelessness prevention. ESG funds can be used for a variety of services, including emergency shelter, short or medium-term rental assistance, housing search and placement, utility arrears, and housing stability case management.

In 2017, the updated ESG Interim Rule broadened existing emergency shelter and homelessness prevention activities by expanding prevention as an eligible use and adding a rapid rehousing component. The interim rule updated the annual action plan requirements to include written standards for the provision of ESG assistance and performance standards for evaluating ESG activities. The Pinellas County CoC is a recipient of HUD ESG funds, and the HLA administers the funds to eligible organizations referred to as sub-subrecipients.

The funds under this program are intended to target two populations:

- Individuals and families who are currently in housing, but are at risk of becoming homeless, and in need of temporary rent, utility, or moving assistance to prevent them from becoming homeless.
- Individuals and families who are experiencing homelessness and need temporary assistance to obtain and retain housing.

HUD expects these resources to be targeted and prioritized to serve households that are most in need of temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, after ESG concludes. ESG assistance is not intended to provide long-term support for program participants, nor will it be able to address all the financial and supportive services needs of households that affect housing stability. Rather, ESG assistance should be focused on housing stabilization, linking program participants to community resources and benefits, and helping them develop a plan for future housing instability.

ESG funds may be used for administrative activities as well as the following program components:

- Street outreach,
- Emergency shelter,
- Homelessness prevention,
- Rapid re-housing assistance, and
- Homeless Management Information Systems (HMIS)

Full details on eligible program components and activities are set forth in 24 CFR 576.101 through 24 CFR 576.107.

## Definitions

### *Literal Homelessness*

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



violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and:

- a. Has no other residence; and
- b. Lacks the resources or support networks like family, friends, faith-based or other social networks, to obtain other permanent housing.

#### *At-Risk of Homelessness*

1. An individual or family who:
  - a. Has an annual income below 30% of the median family income for the area, as determined by HUD; and,
  - b. Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place unfit for human habitation; and meets one of the following conditions:
    - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance; or
    - ii. Is living in the home of another because of economic hardship; or
    - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
    - iv. Lives in a hotel or motel not paid by charitable organizations or government programs; or
    - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons; or
    - vi. Lives in a larger housing unit in which more than 1.5 persons reside per room, as defined by the U.S. Census Bureau; or
    - vii. Is exiting a publicly funded institution, or system of care (such as a health- care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - viii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
2. A child or youth who does not qualify as homeless under this section, but qualifies as "homeless" under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as homeless under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child is living with her or him.

### *Chronically Homeless*

A homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, an emergency shelter, or an institutional care facility.

- The individual must have been living as described above continuously for at least 12 months, or on at least 4 separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

### *Continuum of Care (CoC)*

A group of representatives who plan for and provide a system of outreach, engagement, and assessment to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

- Representatives may include nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons.

### *Emergency Shelter*

Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless which does not require occupants to sign leases or occupancy agreements.

### *Homeless Management Information System (HMIS)*

The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards. HMIS is used to collect client-level data on the provision of housing and services to homeless individuals, homeless families, and persons at-risk of homelessness.

### *Homelessness Prevention*

Housing relocation and stabilization services and short or medium-term rental assistance to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in Homeless Category 1 of Appendix A: HUD Definition for Homeless.

### *Private Nonprofit Organization*

A secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 which is exempt from taxation under subtitle A of the Code. A private nonprofit organization has a voluntary board and does not include a governmental organization. A private nonprofit organization must have an accounting system and must practice nondiscrimination in the provision of assistance.

### *Program Participant*

An individual or family who is assisted under any CoC or ESG program.

### *Rapid Re-Housing (RRH)*

Housing relocation and stabilization services and/or short or medium-term rental assistance to help individuals or families living in emergency shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

### *Street Outreach (SO)*

Essential services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care.

### *Subrecipient*

A local government or private nonprofit organization to which a recipient makes available CoC and/or ESG funds.

### *Victim Service Provider*

A private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

## **Standards for All Project Types**

### **Guiding Principles**

#### *Housing First*

Housing First is a programmatic and systems approach that prioritizes the provision of permanent housing to people experiencing homelessness quickly and without preconditions or service participation requirements. This approach is guided by the belief that people need necessities like food and shelter before they can attend to secondary concerns like getting a job, budgeting, or substance use issues. Housing first is not only about housing. It is housing plus participant driven services, connection to mainstream resources, and community integration. Housing is the foundation upon which healing begins for persons experiencing homelessness.

#### **Core Elements of Housing First at the Project Level:**

- Access to projects is not contingent on sobriety, minimum income requirements, lack of a criminal record (including status on the sex offender registry), completion of treatment, participation in services, or other unnecessary conditions.
- Projects do everything possible not to reject a household based on poor credit or financial history, poor or lack of rental history, minor criminal convictions, or behaviors that are interpreted as indicating a lack of "housing readiness."
- People with disabilities are offered clear opportunities to request reasonable accommodations during screening processes and tenancy. Building and apartment units include special physical features that accommodate disabilities.
- Housing and service plans are highly tenant driven.
- Participation in services is voluntary and not a condition of tenancy but can and should be used to engage participants and ensure housing stability persistently and progressively.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use and addiction are a part of some tenants' lives. Tenants are engaged in non-judgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
- Substance use in and of itself, without other lease violations, is not considered a reason for eviction

### *Housing Focused Problem Solving*

Assistance provided to households at-risk of or experiencing homelessness is focused on moving to and maintaining permanent housing. Wherever possible, persons arriving at the “front door” of the homelessness emergency response system should be diverted to a permanent housing situation rather than being serviced by emergency shelters and transitional housing.

Housing focused problem-solving involves strengths-based conversations to empower households that help to identify alternative housing options either to avoid homelessness or to exit homelessness as quickly as possible. Housing focused problem-solving can be utilized to divert households not prioritized for more intensive housing and service options.

The goal of problem-solving is to explore creative, flexible, and safe, cost-effective solutions to quickly resolve the housing crisis. problem-solving seeks to empower households by having an unwavering respect for their strengths, goals, and preferences. The homeless emergency response system can help the household regain a sense of control by focusing on their strengths and resiliency.

### *No Wrong Door Coordinated Entry and Resource Prioritization*

The Coordinated Entry process (CE) aims to help each household that experiences homelessness get the appropriate type of service intervention in the most efficient manner. Assistance is prioritized based upon level of acuity, vulnerability, severity of service needs, and length of time homeless. The CoC operates a coordinated entry process in which there is “no-wrong-door” to access housing and services. Any provider can participate in the coordinated entry referral process. Individuals can self-refer through the 2-1-1 Tampa Bay Cares’ Homeless Hotline (HHL) and are provided access to a HHL Care Coordinator for diversion mediation and referral.

### *Person Centered Approach*

A person-centered approach is where the person is placed at the center of the service and treated as a person first. The focus is on the person and what they can do, not their homelessness or the circumstances that brought them to homelessness. Support focuses on achieving the person's aspirations and should be tailored to their needs and unique circumstances. The CoC integrates a person-centered approach into participant choice, which includes location and type of housing, level of services, and other options where households can participate in their decisions.

### *Trauma Informed Care*

Homeless services have an important role in addressing the long-lasting effects of trauma and also in preventing further trauma. It is important that services recognize the significance of violence and trauma exposure in understanding their clients’ problems and address them successfully by developing trauma-informed approaches. Trauma from the experience of homelessness reflects a failure of services to provide housing and support, and at worst re-traumatization because of punitive power structures and responses to the behaviors arising from the experience of compound trauma. The bigger the delay in getting the person into housing, the more psychological barriers are created by the experience of homelessness. To prevent a vicious cycle, housing should be obtained as quickly as possible to minimize the potential of additional traumatic experiences. A trauma informed service incorporates an understanding of trauma in its work. This also means that the providers and staff become aware how various symptoms and behaviors represent adaptations to traumatic experiences. This includes staff training that is monitored by the CoC to ensure services such as routine screening for traumatic histories and an assessment of safety are completed.<sup>1</sup>

### *Strength/Asset-Based Approach*

An asset-based approach focuses on the inherent strengths of participants and utilizes these personal strengths to aid in the achievement of the participants' goals. Specific CoC values include:

- Every individual, group, family, and community have strengths.
- Trauma, illness, and struggle may be harmful, but they may also be sources of challenge and opportunity.
- There is no limit to a person's growth, achievement, or success.
- We best serve participants by collaborating with them.
- Every environment is full of resources.
- Supportive services culture incorporates a progressive engagement model and Motivational Interviewing as a best practice for delivery of services.

## Homeless Management Information System (HMIS) Participation

The Homeless Management Information System (HMIS) is the backbone of service coordination and collaboration. Per HUD regulation, all CoC and ESG funded projects are required to track program and client level data in HMIS and comply with Pinellas HMIS Policies and Procedures<sup>2</sup> and workflows. All agencies serving persons experiencing homelessness are encouraged to contribute to HMIS. Victim service providers are not required to enter or track data through HMIS as a safety measure for survivors, however another comparable database must be maintained that meets all HMIS data standards when utilizing CoC and/or ESG funds.

## Access to Mainstream Resources

CoC and ESG funded projects are required to certify coordination and integration of homeless programs with other federal mainstream resources (i.e., health, social service, and employment programs) for which people may be eligible. Utilizing mainstream resources provides program flexibility, meets HUD match requirements, increases movement out of homelessness, and leverages other resources.

- Examples of mainstream resources include Medicaid, State Children's Health Insurance Program, VA Healthcare, Food Stamps, Temporary Aid for Needy Families (TANF), Supplemental Security Income (SSI/SSDI), and Workforce Investment Act (WIA).

## Grievance Procedures

The CoC Grievance Subcommittee acts on behalf of the Pinellas CoC Board to resolve grievances and determine a course of action. Grievance Subcommittee Membership consists of the Executive Committee Chair and Vice Chair, and three (3) additional members. The Grievance Subcommittee resolves issues with respect to funding, HMIS issues, and denial of membership. The Subcommittee establishes its own rules, processes, and procedures for submitting and resolving grievances.

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<sup>1</sup> EUROPEAN FEDERATION OF NATIONAL ORGANIZATIONS WORKING WITH THE HOMELESS, (2017)  
[HTTPS://WWW.FEANTSA.ORG/DOWNLOAD/FEANTSA\\_TRAUMAANDHOMELESSNESS03073471219052946810738.PDF](https://www.feantsa.org/download/feantsa_traumaandhomelessness03073471219052946810738.pdf)  
<sup>2</sup> [HTTPS://PINELLASHMIS.ZENDESK.COM/HC/EN-US/CATEGORIES/115000252954-POLICIES-AND-FORMS](https://pinellashmis.zendesk.com/hc/en-us/categories/115000252954-POLICIES-AND-FORMS)

## Intervention Specific Standards

### General Requirements for ESG

1. All client files must contain documentation on the current housing status at intake and determination of a client meeting one of the established HUD definitions of “homelessness” to help determine the type of assistance to be provided.
  - a. Re-evaluations, including income using 24 CFR Part 5 requirements are required upon intake and once every three months to ensure continuous eligibility.
  - b. Case management meetings with heads of households are required at least once per month.
2. Duration of rental assistance:
  - a. Short Term - Up to 3 months
  - b. Medium Term - An additional 9 months (Total of 12 months)
3. Maximum Level of Assistance:
  - a. Financial Assistance: Maximum of \$3,000 per household for rent deposits, moving costs, storage, utility, and rental arrears.
  - b. Rental Assistance: Maximum of \$1,300 per household, per month in combined rent and utilities.
  - c. Total Maximum: Up to \$10,000 (not including financial assistance) over 12 months.
    - i. To exceed the maximum, the provider must case conference with Homeless Leadership Alliance of Pinellas’ (HLA) Director of Quality and Performance Improvement.
4. Landlord and utility vendor payments must be paid directly to the landlord or vendor.
  - a. ESG Minimum Habitability Standards must be satisfied.<sup>3</sup>
  - b. Fair Housing market rates apply.<sup>4</sup>
  - c. Lead-based paint remediation and disclosure applies to all ESG funded housing.

### Homelessness Prevention

The CoC encourages homelessness prevention programs to focus on serving households that are most likely to become homeless. By targeting these households, communities increase their odds limited resources will return maximum results.

#### *Prevention Requirements*

1. Individuals and families must have incomes below 30% of the area median income (AMI) at intake, and incomes that do not exceed 30% of AMI at re-evaluation which must take place no less than once every 3 months.
2. Prevention must involve case management to develop and implement case plans for the individuals, which link individuals to supportive services that help them maintain stable housing.
3. Sub-recipients who receive funding through ESG for homelessness prevention will be subject to the following requirements:
  - a. Staff and volunteers who interact with clients must participate in diversion training offered by the CoC annually.
  - b. Staff must provide information on programs and give assistance accessing these programs

if the programs may meet identified client needs. Programs may include but are not limited to:

- i. 211
- ii. Social security benefits
- iii. Food stamps assistance
- iv. Affordable housing database
- v. Job training programs
- vi. Health services
- vii. Education programs
- viii. Services for victims of domestic violence
- ix. Veteran services

#### *Eligible Prevention Services*

1. Housing relocation and stabilization services including but not limited to:
  - a. Rental application fees, security deposits, last month's rent, utility payments, moving costs, housing search and placement, housing stability case management, mediation, and legal services.
2. Short-term or medium-term rental assistance.
  - a. Assistance can be short-term or long-term and can be more than one-time assistance.

Individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving housing or rental assistance.

#### Performance Indicators for Prevention Programs

- At least 90% of individuals remain in or exit to permanent housing at program exit.
- At least 75% of individuals will remain in housing 12 months after project exit.

<sup>3</sup> [HTTPS://FILES.HUDEXCHANGE.INFO/RESOURCES/DOCUMENTS/ESG-EMERGENCY-SHELTER-AND-PERMANENT-HOUSING-STANDARDS.PDF](https://files.hudexchange.info/resources/documents/ESG-EMERGENCY-SHELTER-AND-PERMANENT-HOUSING-STANDARDS.PDF)

<sup>4</sup> [HTTPS://WWW.HUDUSER.GOV/PORTAL/DATASETS/FMR/FMRS/FY2021\\_CODE/2021SUMMARY.ODN](https://www.huduser.gov/portal/datasets/fmr/fmrs/fy2021_code/2021summary.odn)

## Emergency Shelter

The CoC has established minimum standards for emergency shelters operating within the CoC and/or those who are funded through the ESG Program. The following standards for safety, sanitation, and privacy align with the ESG Program interim rule. Standards for Emergency Shelter ESG-CV can be found on page 29.

### Shelter Habitability

1. The facility must comply with all applicable building, housing, zoning, environmental, fire, health, and safety codes including but not limited to:
  - a. Properly operational windows and doors
  - b. An adequate number of showers and toilets
  - c. Heating units for Winter and the ability to create airflow in the Summer.
2. A bed, crib, cot, or a mat with clean and appropriate bedding must be provided for each client except in extenuating overflow situations.
3. First aid equipment and supplies are always available and accessible.

### Shelter Policies and Procedures

1. The following policies are required to be posted in each emergency shelter:
  - a. Emergency contact numbers
  - b. Emergency procedures
  - c. House rules and regulations
  - d. Disciplinary and grievance procedures
  - e. Consent and non-consent to searches
    - i. Clients must also be verbally informed of the policy and receive it in writing. This does not apply to temporary shelter due to emergency situations.
2. A designated space for locking and securing client files is required.
  - a. A written intake and client record file that includes intake interviews and records of services provided must be maintained.
3. A cultural competency plan is required.
  - a. This should include access to translation services for persons with limited English proficiency.
4. A policy and procedure for storing, securing, and retrieving residents' medication is required.
  - a. A medication log must be maintained as client medications are distributed.
5. A policy and procedure for referring residents to a medical facility for health examinations and medical care, emergency treatment, and follow-up visits is required.
6. A policy and procedure for reporting child and elder abuse is required.

### Intake Procedures and Client Rights

1. Support services must be voluntary and allow for participant choice.
2. Shelters must have a written document outlining clients' rights.
  - a. A copy must be provided to residents upon intake and receipt of this policy must be acknowledged in writing by the residents and maintained by the provider.
  - b. Accommodations for literacy and language barriers must be made.
  - c. Clients' rights must include:
    - i. If/how rules and regulations are modified during a State of Emergency.
    - ii. Instructions for grievances and appeals.
    - iii. Access to public education for children and youth.
    - iv. Participation in any program ordered by the justice system.
3. Shelters must review project rules and guidelines upon intake and receipt of this policy must be



acknowledged in writing by the residents and maintained by the provider. Guidelines may include but not limited to:

- a. The re-release of information
- b. Confidentiality and privacy
- c. Data collection
- d. HIPPA rules

### *Staff and Volunteer Requirements*

1. All staff and volunteers must be identifiable to clients and visitors.
2. Annual training is required for staff and volunteers in the following areas:
  - a. Relevant community resources and social service programs
  - b. Client rights
  - c. Ethics, code of conduct, and confidentiality
  - d. Safety
  - e. HIPAA
  - f. ADA
3. Additionally, annual training is required for staff in the following areas:
  - a. Emergency evacuation
  - b. First aid and CPR procedures
  - c. Counseling skills and de-escalation
  - d. Screening procedures and reporting protocols for confirmed or suspected infections
  - e. Trauma-informed communication
  - f. Cleaning & Disinfecting Surfaces
  - g. Cleaning Bodily Fluids
  - h. Hand Hygiene
  - i. Proper Waste Disposal
  - j. Using Personal Protective Equipment
  - k. Safe Food Handling

### Performance Indicators for Shelter Programs

- At least 30% of individuals in ES projects will exit to anywhere other than homelessness.
- ES projects will have no more than 23% of individuals who exited to permanent housing return to ES, SH, TH or SO within 6 months of exit (based off SPM, clean data).
- ES projects will have no more than 37% of individuals who exited to permanent housing return to ES, SH, TH or SO within two years of exit (based off SPM, clean data).

### Rapid Rehousing

Rapid Re-Housing (RRH) is available to help those who are experiencing homelessness be quickly and permanently housed. RRH provides housing relocation and stabilization services, and short or medium-term rental assistance as needed. Households experiencing homelessness should move as quickly as possible to permanent housing and achieve stability in that housing. Programs must follow any additional eligibility criteria set forth in the NOFA/RFP through which a project was funded and the grant agreement.

## Minimum Standards for Rapid Re-Housing Assistance:

- Participation in RRH programs cannot exceed 24 months in any three-year period.
- Supportive services must be offered throughout the duration of stay in housing.
- Participants are required to meet with a Housing Stability Case Manager not less than once per month to assist in ensuring long-term housing stability.
- Participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The lease must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
- A participant's resources and support networks necessary to retain housing without assistance must be evaluated using the Service Prioritization Decision Assistance Tool (SPDAT), which is to be completed within 30-days of project enrollment and reevaluated quarterly.
- Rental assistance will only be provided if the total rent for the unit does not exceed the fair market rent established by HUD<sup>5</sup>, complies with HUD's standards of rent reasonableness<sup>6</sup> and follows the CoC's program rent requirements within the RRH Standards of Care.<sup>7</sup>
- Program participants will be reassessed quarterly to determine that income is not greater than 30% of AMI, as established by HUD.
- Rapid Rehousing subrecipients are expected to:
  - o Use CES to receive all referrals.
  - o Comply with CES policies and procedures.
  - o Ensure dwellings meet HUD ESG Habitability Standards and should be inspected at least once every five years or upon request.
  - o Complete and maintain a copy of the "Notice of Occupancy Rights under the Violence Against Women Act" based on HUD form 5380, and the "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking," HUD form 5382 must be completed if the applicant or Program Participants are seeking VAWA protections.
  - o Refer eligible families to mainstream resources including, but not limited to
    - TANF
    - Early Learning Coalition
    - Head Start
    - Medicaid
    - Social security benefits
    - Food stamps assistance
    - Affordable housing database
    - Job training programs
    - Education programs
    - Services for victims of domestic violence
    - Veteran services

<sup>5</sup> HUD Fair Market Rents <https://www.huduser.gov/portal/datasets/fmr.html>

<sup>6</sup> HUD ESG Standards of Rent Reasonableness <https://files.hudexchange.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>

<sup>7</sup> CoC RRH Standards of Care

<https://pinellashomeless.sharepoint.com/HLA%20NonProfit/Forms/AllItems.aspx?id=%2FHLA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing%2F2021%2D06%2D01%20RRH%20Standards%20of%20Care%20FINAL%20%2Edocx&parent=%2FHLA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing>

**Performance Indicators for Rapid Re-Housing Programs**

- RRH projects will place individuals into permanent housing within 90 days of project entry.
- At least 85% of housed individuals remain in permanent housing at program exit.
- At least 15% of individuals in RRH projects will increase earned income during the reporting period or at exit.
- At least 20% of individuals in RRH projects will maintain earned income during the reporting period or at exit.
- At least 20% of individuals in RRH projects will increase unearned income during the reporting period or at exit.
- At least 15% of individuals in RRH projects will maintain unearned income during the reporting period or at exit.
- The average VI-SPDAT score on RRH project is greater than 7.
- RRH projects will have no more than 10% of adults who exited to permanent housing that return to ES, SH, TH, or SO within 6 months of exit.
- RRH projects will have no more than 20% of adults who exited to permanent housing that return to ES, SH, TH or SO within two years of exit.

## Program Component Chart

Program	Description	Program Elements	Eligible Clients	Client Requirements
Prevention	Activities or programs designed to prevent the incidence of homelessness	<ul style="list-style-type: none"> <li>Up to 24 months of rental assistance;</li> <li>Deposits</li> <li>Utilities</li> <li>Rent arrears</li> </ul>	One of the following: <ul style="list-style-type: none"> <li>Doubled up</li> <li>Fleeing DV</li> <li>Within 21 days of eviction (written notice)</li> <li>Moved 2+ times in the past 6 months</li> </ul>	<ul style="list-style-type: none"> <li>Pay 30% of income</li> <li>Anticipation of increased income</li> <li>Participation in CM</li> <li>Apply for mainstream resources</li> </ul>
Non-Congregate Emergency Shelter	Temporary shelter for homeless persons with a link to housing focused services. Ideally for less than 45 days.	<ul style="list-style-type: none"> <li>Case Management</li> <li>Referral for services</li> <li>Transportation</li> <li>Showers</li> <li>Laundry</li> <li>Meals</li> <li>Phone &amp; internet</li> <li>Safe sleeping</li> </ul>	<ul style="list-style-type: none"> <li>Category 1 &amp; 4 Homelessness</li> <li>No other supports or resources to secure housing</li> <li>Diversion was unsuccessful</li> </ul>	<ul style="list-style-type: none"> <li>Required to engage housing planning.</li> <li>Required to engage in case management 1x per week.</li> </ul>
Rapid Re-Housing	Housing and supportive services for persons moving from homelessness to permanent housing.	<ul style="list-style-type: none"> <li>Short- or medium-term rent or utility subsidies</li> <li>Housing Stability Case Management</li> <li>Security deposits or first month's rent</li> <li>Housing navigation</li> <li>Mediation programs for landlord-tenant disputes</li> <li>Workforce development and education</li> <li>Financial assistance for basic needs</li> </ul>	Individuals with low to moderate barriers exiting homelessness who have a strong chance of increasing their income and stabilizing their housing with short to medium term support.	NA

## Coordinated Entry and Assessment

The Coordinated Entry process (CE) creates access to the emergency crisis homeless response system, provides standardized assessment, prioritization, and referral through the best fit housing intervention. Persons experiencing homelessness can be assessed by going to community access points (Emergency Shelter) or meeting with Street Outreach.

The Coordinated Entry System is open to all who meet the HUD definition of homeless, as outlined in the HEARTH Act's regulations. The system uses the person's level of vulnerability (described in Definitions) to determine priority for housing and supportive services. The person with the highest priority is offered housing and supportive services first.

CoC prioritization includes:

- Households with a disability, long periods of episodic homelessness and severe service needs.
- Households with a disability and severe service needs.
- Households with a disability, coming from places not meant for human habitation, Safe Haven, or Emergency Shelter without severe service needs.
- Households with a disability coming from Transitional Housing or Domestic Violence Survivor.

CE is designed to assess eligibility for housing programs targeted to homeless persons. It is not a guarantee that the individual will meet the final eligibility requirements for - or receive a referral to - a particular housing option. The CE System (CES) is not a stand-alone solution to end homelessness or a solution to the shortage of affordable housing. The CES supports the purpose of the CoC: to facilitate a comprehensive and integrated system of services in Pinellas County designed to ensure that any experience of homelessness is rare, brief, and a onetime experience.

### Workflow

#### Assessment

Participating service providers gather information on people's needs, preferences, and the barriers they face to regaining housing by administering a standardized assessment. This standard assessment includes consent via the Release of Information, gathering basic household data via the HMIS CoC Entry, and gauging the vulnerability through administering the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT).

#### Referral

Once the assessment has identified the most vulnerable people with the highest needs, they are prioritized on a by-name list. The CE reviews the referral and person's eligibility, decides on eligibility and what program would best fit the client's needs, using the VI- SPDAT to guide the referral process. CE then makes a referral in Pinellas HMIS to the appropriate housing intervention provider.

## Interim Contact Protocols

The following guidelines for contacting individuals and heads of households should be followed:

### Initial Contact

Housing providers must contact the household within 2 business days of receiving the referral. If contact is not made during this first attempt, the housing providers should attempt to contact the referred individual/ household for a period of 10 business days from the date of the referral. During this period, providers should attempt to contact the individual and/or head of household on a minimum of three occasions using various means during different days and times of the day.

At a minimum, the first attempt should include a direct phone call using the numbers listed in Pinellas HMIS and contact the most recent/current provider. The following two attempts should also include the use of email (if provided), text messaging, and alternate contacts (e.g., emergency contacts, shelters, case managers, family/friends).

If the individual/household is currently staying in an Emergency Shelter, the shelter staff should be notified of the request to contact and meet with the individual or head of household within 2 business days of the referral. Emergency shelter staff should support the household and help them contact the housing provider to discuss their referral. If the household agrees with the referral, HMIS will need to be updated to “accepted.”

### Action after the Household Cannot be Located:

If the housing provider has been unable to contact the referral for 7 days, they must notify the HLA via Pinellas HMIS to indicate the referral has been “declined” and that a new referral is needed because the client cannot be located.

If the individual/household reaches out within a 30-day period from the original referral, has not been referred to another provider, and the housing provider has referral capacity, the housing provider must contact [cpannella@hlapinellas.org](mailto:cpannella@hlapinellas.org) within two business days and request the household be re-referred to the housing provider.

Individuals/households who cannot be located after two consecutive referrals to different projects will not be referred again until they have an updated VI-SPDAT within Pinellas HMIS.

### Action after the Household Declines Housing

Individuals/households being referred through Coordinated Entry can deny up to two (2) housing provider referrals. After the second offer and denial, the housing provider will respond via Pinellas HMIS to indicate the referral has been “declined”, and the household will not be considered for any further housing opportunities and will be removed from the CoC By-Name List.

## Other Standards

### Conflicts of Interest

Subrecipients must avoid any conflict of interest in carrying out activities funded by the CoC program and ESG. Upon written request by the recipient, HUD may grant exceptions on a case-by-case basis. (See 24 CFR 576.404(b)(3)(ii)). Conflicts of interest may include:

- Organizational Conflicts of Interest

- o The provision of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the sub-recipient, or a parent or subsidiary of the sub-recipient.
- o Subrecipients must not conduct initial evaluation or provide homelessness prevention assistance to persons living in property owned by the subrecipient or parent/subsidiary of the subrecipient.
- Individual Conflicts of Interest
  - o Recipients and subrecipients must comply with HUD's Administration requirements (24 CFR 85.36 or 84.42 for procurement of goods and services. For all other transactions and activities:
    - Restrictions on financial interests and benefits apply to employees, agents, consultants, officers and elected or appointed officials of the recipient or subrecipient if they have certain types of responsible positions.
    - Restrictions pertain to financial gain for self, family, or those with business ties.

## Fair Housing & Civil Rights Requirements

Agencies must comply with all applicable fair housing and civil rights requirements in 24CFR 5.105(a). In addition, agencies must make known that rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about equal access to the financial assistance and services provided under this program. Among other things, this means that each subgrantee must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to assistance. In addition, all notices and communications shall be provided in a manner that is effective for persons with hearing, visual, and other communication related disabilities consistent with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.6.

If the procedures that the agency intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the agency must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Agencies will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include:

- Marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency
- Making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6)
- Providing fair housing counseling services or referrals to fair housing agencies
- Informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the HUD Housing Discrimination Hotline: 1-800-669-9777
- Recruiting landlords and service providers in areas that expand housing choice to program participants.

## Equal Participation of Religious Organizations

Agencies that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CoC. Neither the federal government nor a grantee shall discriminate against an organization based on the organization's religious character or affiliation.

Agencies may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services, and participation must be voluntary for the program participants.

A religious organization that participates in the CoC will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

Agencies that participate in the CoC shall not, in providing program assistance, discriminate against a program participant or prospective program participant based on religion or religious belief.

## Lobbying and Disclosure Requirements

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to the CoC. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

## Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to the CoC.

## Emergency Procedures

The Homeless Leadership Alliance of Pinellas (HLA) has been appointed by the Pinellas County Human Services (PCHS) to lead the Emergency Management Department's Homeless Work Group. This group plans for impending disasters, as well as communicates and/or meets during and after disasters.

HLA is responsible for issuing the Pinellas CoC Disaster Plan. HLA is also the lead in responding to inquiries, concerns, and other matters related to the CoC's disaster planning and response efforts.

## Homeless Provider Agencies

Homeless provider agencies are responsible for educating and informing clients about hurricane planning and response. For instance, agencies might assist clients, whether sheltered or unsheltered, to sign up for [ALERT Pinellas](#) to receive direct timely emergency notifications. Agencies with residential facilities such as homeless shelter or transitional housing post emergency planning information in common areas and



distribute homeless resource cards provided by the County. Regular testing of generators, fire extinguishers, and the like should be performed per the agency's Continuity of Operations Plan (COOP). Street outreach programs have the primary responsibility to maintain frequent contact with unsheltered individuals during hurricane season to ensure they are aware of the status of any impending storms, can locate pick-up locations for transportation in the event of an evacuation, and can access special needs disaster shelters or pet-friendly disaster shelters, as appropriate. In addition to providing information through street outreach, this information is shared at meal sites, day programs, and similar service locations. For COVID-19 related policies and procedures for emergency shelters, see Appendix I.

## System Performance Monitoring

All CoC and ESG funded programs are subject to the most current regulations established by HUD. Additional requirements may also exist for these programs based on local priorities and goals. Funded programs are responsible for reviewing, understanding, and complying with these regulations and requirements. The monitoring process was developed to fall within those regulations and reflect best practices for the CoC. There are five components of the monitoring process:

- Monthly and quarterly reviews;
- Agency Annual Performance Report;
- On-site client file review;
- Agency Administration review; and,
- Pinellas HMIS data quality compliance.

The monthly, quarterly, administrative and HMIS data quality reviews are conducted off-site. When multiple projects are monitored at an agency, the on-site client file review is the only component that occurs independently for each project. Monitoring processes will be conducted on a timetable, included here in this policy manual. The use of HMIS is a requirement for CoC and ESG funded programs; therefore, a review of the HMIS data quality will also occur during the administrative review.

Monitoring will primarily be conducted by the Director of Quality and Performance Improvement. Pinellas HMIS Staff may assist with the evaluation regarding Pinellas HMIS data quality and Pinellas HMIS data entry during the on-site client file reviews. The Department of Children and Families Office on Homelessness local area contract manager will participate in the ESG monitoring. Pinellas County and local municipalities may participate in annual monitoring for projects that also receive local funding.

## Monthly and Quarterly Reviews

Each month the HLA ensures data is collected and entered into Pinellas HMIS accurately. As per the Pinellas HMIS Data Quality Plan, reviews are conducted after the 5th of each month. HLA staff review projects' year-to-date Annual Performance Reports (APR). The APR review includes data errors and projects' status for data quality benchmarks, CoC project performance benchmarks, and, where applicable, HUD System Performance Measures. Projects are notified by the HLA Director of Quality and Performance Improvement or Pinellas HMIS staff if data needs to be updated. Technical assistance and training are recommended as needed.

## 2019-2021 Pinellas County Continuum of Care Unified Homelessness Grant Written Standards ESG- CV Written Standards Addendum

The CoC's addendum to the written standards was created to slow and stop the transmission, prevent outbreaks, and delay the spread of COVID-19. The activities outlined with this addendum can prevent, prepare for, and respond to COVID-19. The Unified Homelessness Grant funded service provider, shall comply with the ESG-CV addendum to the minimum written standards established by the Pinellas County Continuum of Care.

The subrecipient must maintain clearly defined policies and procedures for determining the amount of financial assistance provided to a participant. These policies and procedures must be flexible enough to respond to the varied and changing needs of project participants, including participants with zero income. Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. According to HUD<sup>9</sup>,

- Federal disaster law prohibits the provision of federal assistance in excess of need.
  - o Before paying a cost with federal disaster assistance, a federal agency must check to see that the assistance will not cause a duplication of benefits. HUD grantees are required to prevent the duplication of benefits when carrying out HUD-funded programs.
  - o Private, unsubsidized loans generally are not considered a duplication of benefits.
  - o In some cases, subsidized loans do not cause a duplication if all assistance is used for disaster-related needs.
- The subrecipient is to utilize the CARES Act Programs through SBA, FEMA, IRS, Treasury, USDA, and HHS CDBG Grantees' Awareness for Duplication of Benefits checklist at intake.
  - o This document must be maintained as part of the client's file.
  - o The subrecipient must maintain a MOU with Coordinated Entry that outlines the CoC's key goals, commitments, and shared vision.

### ESG-CV Flexibilities

ESG-CV funds may be used to pay for:

- Landlord incentives, as reasonable and necessary, to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. A recipient cannot use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three times the rent charged for the unit. Eligible landlord incentive costs include:
  - o Signing bonuses equal to up to 2 months of rent;
  - o Security deposits equal to up to 3 months of rent;
  - o Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit: and,
  - o Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

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<sup>9</sup> HUD, 2020, CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEES' AWARENESS FOR DUPLICATION OF BENEFITS

- Hotel/motel costs for homeless households with minor children, where no appropriate emergency shelter is available.
  - o Funds are to pay for a hotel/motel room directly or through a hotel or motel voucher. Case management services will be offered to these households in temporary shelters at least weekly.
  - o Costs may include cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

## ESG-CV Prioritization Policies

According to the Centers for Disease Control and Prevention:

- The risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that the person with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe.
- People with developmental or behavioral disorders who have severe underlying medical conditions may be at risk of serious illness. Some people with developmental or behavioral disorders may have difficulties accessing information, understanding, practicing preventative measures, and communicating symptoms of illness.

According to the Field Center for Children's Policy, Practice and Research:

- Young adults aging out of foster care are to be considered a vulnerable population because 43% percent of 18–23-year old's who are currently in or recently aged out of foster care were either forced to leave their current housing situation or experienced homelessness or housing instability during the pandemic.

Therefore, the CoC's prioritization for ESG-CV rapid rehousing and targeted homelessness prevention services will be given to individuals and families who:

- Are age 60+
- Targeted Homeless Prevention for those residing in disproportionately impacted zip code including 33755, 33760, 33711, 33712, and 33705
- Have chronic and persistent mental health issues
- Are an unaccompanied youth (with a specific focus on youth aging out of foster care)

## Rapid Rehousing Under ESG-CV

### *Requirements*

Subrecipients must:

- Provide case management services, grounded by trauma-informed care, to assist individuals to successfully retain housing and move into self-sufficiency. Case management should use progressive engagement to assist clients.
- Connection to other services which may include, but are not limited to, veterans' programs, federally subsidized housing programs, mainstream resources (TANF, SNAP, SSI, etc.), education for homeless children and youth programs, and health services.
- Find and facilitate a warm hand off to an organization that can offer the support the client needs in the event the agency is unable to provide a service that a participant may need.
- Participate in the Coordinated Entry By-Name List meetings to discuss referrals, placements, client needs, and interventions for individuals being served.
- Comply with emergency transfer plans for victims of domestic violence or human trafficking.
- Use the full SPDAT at intake, with updates every three months, to ensure case managers are utilizing progressive engagement to review and update housing/case plans and review individuals' budgets to determine changes to the amount of rent and utilities.
  - The SPDAT update should be made when projects conduct the quarterly income update for the household.

### *Allowable Activities*

- Providing housing relocation and stabilization services (rental application fees, security deposits, last month's rent, utility payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair)
- Short-term and/or medium-term rental assistance
- Legal services are limited to those services necessary to help program participants obtain housing.
- Hotel/motel costs are allowed where no appropriate emergency shelter is available.
- Cleaning of the hotel/motel rooms used by program participants and repair damages caused by program participants above normal wear and tear of the room.
- Medium-term rental assistance is limited to 3-12 months instead of 3-24 months.
- Rent complies with HUD's standards of rent reasonableness, as established under 24 CFR 982.507.

### *Participant Eligibility Requirements*

- Participants' income must be at or below 50% AMI.
- Participants must have been referred for Rapid Rehousing services through Coordinated Entry.

## Prevention Under ESG-CV

### *Requirements*

The subrecipient must:

- Involve case management to develop and implement case plans for individuals which link them to supportive services that help them maintain stable housing.
- Prioritize individuals and families by the ESG-CV prioritization policies outlined above.
- Use the CoC Homelessness Prevention Screening Tool to establish eligibility.
- Maintain the screening tool as a part of the client's file.

### *Participant Eligibility*

- Projects must target those residing in disproportionately impacted communities in zip codes 33755, 33760, 33711, 33712, and 33705.
- The targeted areas are based on shares of people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people; shares of adults without health insurance and low-income jobs lost to COVID-19; and shares of people of color, extremely low-income renter individuals, individuals receiving public assistance, and people born outside the U.S.
- Program participants must meet the definition of "at risk of homelessness" as defined in the U.S. Department of Housing and Urban Development notice CPD-20-08, "Waivers and Alternative Requirements for Emergency Solutions Grants (ESG) Program Under the CARES Act," effective September 1, 2020.
- Program participants' income must be at or below 50% AMI (Area Median Income).

## Emergency Shelter Under ESG-CV

### *Requirements*

- Providers of non-congregate emergency shelter shall admit families with minor children who meet the HUD definition of "homeless," as in 24 CFR 576.2 (1, 2, & 4) when there are no available units in Family Emergency Shelter.
  - Families with VIF-SPDAT scores of 11-12 will be prioritized and provided ancillary services and supports based on the needs identified on the VIF-SPDAT.
  - Financial assistance and intensive case management shall be provided to allow high acuity families with young or multiple children to remain sheltered in non-congregate emergency shelter, including in hotels/motels, while waiting to be assigned a Rapid Re-Housing or Permanent Supportive Housing provider.
  - Children 0-5 years who have been substance exposed shall be screened to ensure they are developmentally on track and the provider shall provide in-home support to empower parents through the Nurturing Parent curriculum.
- Individuals and families shall be offered an initial evaluation to determine eligibility for ESG-CV assistance, as well as the amount and types of assistance needed to regain stability in permanent housing.
  - Program participants will be reassessed as case management progresses, based on the

individual service provider and CoC's policies.

- o Behavioral health treatment shall be provided to individuals with substance abuse and addiction diagnoses.
- Prioritization will be for families who have been placed by street outreach in paid emergency shelter, including hotels/motels, when other adequate shelter was not available.
- Program participants shall be discharged from Non-Congregate Emergency Shelter services when they choose to leave, space becomes available within Emergency Family Shelter, or when they have successfully obtained safe, permanent housing.
- Any length of stay limitations shall be determined by the subrecipient policies and shall be clearly communicated to program participants. Providers of shelter services are strongly encouraged not to discharge individuals and families who have not secured permanent housing.
- Street outreach specialists and case managers shall receive training on issues related to co-occurring disorders under the supervision of the Homeless Services supervisor.

#### *Allowable Activities*

- Housing relocation and stabilization services, including but not limited to:
  - a. Rental application fees, security deposits, last month's rent, utility payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair)
- Short-term and/or medium-term rental assistance.
  - a. Assistance can be short-term or long-term and can be more than one-time assistance. Individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving housing or rental assistance.

### **Determining Costs and Length of Time for Activities Under ESG-CV**

#### *Determining Costs*

Each program participant must pay a share of rent/utilities while in the program which shall be determined by the participant's individual needs. This determination must be documented in each participant's case file and result in the development of an individualized financial assistance strategy. This strategy should follow the CoC RRH Rent policies and procedures.<sup>10</sup>

#### *Length of Activities for Rapid Rehousing*

The ESG-CV Rapid Rehousing funding provides financial assistance related to the costs of obtaining permanent housing. Funding can be used to provide one-time assistance or ongoing assistance provided that the ongoing assistance does not exceed 6 months and/or \$10,800 per household. If funding extends beyond a single month of service, the housing assistance plan is to reflect adjusted financial supports for the plan.

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<sup>10</sup> CoC RRH Standards of Care

<https://pinellashomeless.sharepoint.com/HLA%20NonProfit/Forms/AllItems.aspx?id=%2FHLA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing%2F2021%2D06%2D01%20RRH%20Standards%20of%20Care%20FINAL%20%2Edocx&parent=%2FHLA%20NonProfit%2FQuality%20and%20Performance%20Improvement%2FRapid%20Rehousing>

*Length of Activities for Prevention*

The ESG Homelessness Prevention funding provides financial assistance related to the costs of obtaining permanent housing. Funding can be used to provide one-time assistance or ongoing assistance provided that the ongoing assistance does not exceed 4 months and/or \$4,849 per household, as per the Florida Department of Children and Families. If funding extends beyond a single month of service, the housing assistance plan is to reflect adjusted financial supports for the plan.

## Appendices

### COVID-19 Mitigation Policies and Procedures for Emergency Shelters

During a state or local state of emergency related to COVID-19, all CoC emergency shelters must:

1. Minimize the number of staff members who have face-to-face interactions with clients with respiratory symptoms.
2. Use physical barriers to protect staff who will have interactions with clients with unknown infection status (e.g., check-in staff).
3. Not designate staff and volunteers at high risk of severe contagious disease as caregivers for sick clients.
4. Use disposable gloves, especially when handling client belongings.
5. Limit visitors to the facility.
6. Ensure that beds/mats are at least 6 feet apart and sleep head-to-toe in general sleeping areas.
7. Ensure bathrooms and other sinks are consistently stocked with soap and drying materials for handwashing.
8. Provide alcohol-based hand sanitizers that contain at least 60% alcohol (if that is an option at your shelter) at key points within the facility, including registration desks, entrances/exits, and eating areas.
9. Provide access to fluids, tissues, and plastic bags for the proper disposal of used tissues.
10. Monitor clients who could be at high risk for complications from a contagious disease (those who are older or have underlying health conditions) and reach out to them regularly.
11. Confine clients with mild respiratory symptoms consistent with contagious disease infection to individual rooms, if possible, and have them avoid common areas. If individual rooms for sick clients are not available, consider using a large, well-ventilated room.
12. Keep beds at least 6 feet apart and use temporary barriers between beds, such as curtains, and request that all clients sleep head-to-toe in areas where clients with respiratory illness are staying.
13. If possible, designate a separate bathroom for sick clients with contagious disease symptoms.
14. Follow CDC recommendations for how to prevent further spread in your facility.
15. Screen clients coming into the shelter for potential symptoms:
  - a. Determine if the client has a fever (any temperature about 100.4 F), by:
    - i. Taking their temperature using a temporal thermometer, or
    - ii. Asking "Have you felt like you had a fever in the past day?"
  - b. Ask the client "Do you have a new or worsening cough today?"
16. Take the following steps if a client answers "yes" to any of the screening questions:
  - a. Provide a facemask for the client to wear over their nose and mouth if facemasks are available and if the client can tolerate it. If facemasks are not available, advise the client on cough etiquette and provide tissues.
  - b. Notify management and appropriate healthcare providers, as available.
  - c. Direct client to an isolation room if available, or to the location prespecified by your CoC, public health department, and community leadership.
  - d. Let the client know:
    - i. If their symptoms worsen, they should notify someone immediately.
    - ii. They should not leave their room/area except to use the restroom.
    - iii. They must wear a mask if/when they leave their room/area



## Homeless Prevention Coordinated Entry Assessment (CEA) Form

<b>Applicant Name:</b>		<b>HMIS:</b>	
<b>DFL Targeted Prevention Only:</b> Does the household reside in one of the following zip codes: 33755, 33760, 33711, 33712, and 33705. If YES, continue with screening. If no, please link with other providers and resources.			
<b>Household Characteristics (Select <u>ONE</u> Only)</b>		<b>Points</b>	<b>Score</b>
Household w/out children		1	
Household w/child(ren) 13 & over		3	
Household w/child(ren) 12 & under		4	
Household w/disabled child(ren) 17 & under		5	
Household w/disabled family member 18 & older		2	
Single Individual w/disability		4	
Unaccompanied youth (18-24)		4	
Aged out foster youth		5	
Household w/ elderly family member (60 & over) or Single adult over 60.		5	
<b>Household Characteristics Total Score:</b>			
<b>Living Situation/Habitability (Select <u>ONE</u> Only)</b>		<b>Points</b>	<b>Score</b>
Leaseholder w/eviction or late notice		4	
Residing in hotel/motel – self pay		3	
Lives in housing unit w/ more than 1.5 persons per room		1	
Couch surfing or doubled up		1	
Past due electric or water		2	
Electric turned off		3	
Water turned off		4	
<b>Add 2 points if minor is 0-5 y/o, 1 point of 5-17 y/o in household</b>		<b>Living Situation Total Score:</b>	
<b>Qualifying Event (Select <u>ONE</u> Only)</b>		<b>Points</b>	<b>Score</b>
Natural disaster/state of emergency		4	
Short term medical leave w/employment secured or maternity leave with return date		3	
Job loss w/new position secured		2	
Job loss w/unemployment compensation		1	
Unit no longer affordable due to decrease of household income/increase in rent costs		2	
Medical event w/disability pending or maternity leave		1	
Unplanned financial obligation: Medical expenses/car repair/increased bill/leak		1	
Incarceration		2	
Family disruption: increase or decrease in number of people in household		3	
Other ( ) explanation required		1	
<b>Qualifying Event Total Score:</b>			
<b>Previous Housing Instability (Select <u>ONE</u> Only)</b>		<b>Points</b>	<b>Score</b>
Previous Evictions (1-2)		1	
Previous Evictions (3 or more)		2	
No Previous Evictions		0	
Leaseholder moves frequently ((more than 3 times in a 2 yr. period)(excludes couch surfers))		1	
Current Utilities Off		2	
Current Utilities late		1	
<b>Previous Rental History Total Score:</b>			
<b>Has any member of the household received financial assistance in the past 6 months? If NO, add 2</b>			

<b>TOTAL PREVENTION ASSESSMENT SCORE:</b>	
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- Applicants with an assessment score of **15 or higher** will receive an **application** at time of pre-screening.
- Applicants with an assessment score of **14 or below** will be **linked with other providers**. Please encourage applicant to contact 2-1-1 for other available resources and/or to attempt to self-resolve.

**Intake Completed By:**

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**Print Name****Signature****Date**

## Federal Regulations Program Component Descriptions & System Coordination Requirements

### Street Outreach Component (24 CFR 576.101)

- (a) Eligible costs. Subject to the expenditure limit in 24 CFR 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under

24 CFR 576.2. The eligible costs and requirements for essential services consist of:

- (1) Engagement. The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
- (2) Case management. The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under 24 CFR 576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- (3) Emergency health services.
  - (i) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
  - (ii) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.
  - (iii) Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- (4) Emergency mental health services.

- (i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.
  - (ii) ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.
  - (iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.
  - (iv) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- (5) Transportation. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:
- (i) The cost of a program participant's travel on public transportation;
  - (ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
  - (iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
  - (iv) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.
- (6) Services for special populations. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.
- (b) Minimum period of use. The recipient or subrecipient must provide services to homeless individuals and families for at least the period during which ESG funds are provided.
- (c) Maintenance of effort.
- (1) If the recipient or subrecipient is a unit of general-purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general-purpose local government is in a severe financial deficit.
  - (2) Upon the recipient's request, HUD will determine whether the unit of general purpose local government is in a severe financial deficit, based on the recipient's demonstration of each of the following:

- (i) The average poverty rate in the unit of general-purpose local government's jurisdiction was equal to or greater than 125 percent of the average national poverty rate, during the calendar year for which the most recent data are available, as determined according to information from the U.S. Census Bureau.
- (ii) The average per-capita income in the unit of general purpose local government's jurisdiction was less than 75 percent of the average national per-capita income, during the calendar year for which the most recent data are available, as determined according to information from the Census Bureau.
- (iii) The unit of general-purpose local government has a current annual budget deficit that requires a reduction in funding for services for homeless people.
- (iv) The unit of general-purpose local government has taken all reasonable steps to prevent a reduction in funding of services for homeless people. Reasonable steps may include steps to increase revenue generation, steps to maximize cost savings, or steps to reduce expenditures in areas other than services for homeless people.

**Emergency Shelter Component (24 CFR 576.102)**

- (a) General. Subject to the expenditure limit in 24 CFR 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.
  - (1) Essential services. ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
    - (i) Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
      - (A) Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d);
      - (B) Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility;
      - (C) Counseling;
      - (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
      - (E) Monitoring and evaluating program participant progress;
      - (F) Providing information and referrals to other providers;
      - (G) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
      - (H) Developing an individualized housing and service plan, including planning a path to permanent housing stability.
    - (ii) Childcare. The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13 unless they are disabled. Disabled children must

- be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
- (iii) Education services. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.
  - (iv) Employment assistance and job training. The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.
  - (v) Outpatient health services. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.
  - (vi) Legal services.
    - (A) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
    - (B) Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.
    - (C) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other

- civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
- (D) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- (E) Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.
- (F) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.
- (vii) Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.
- (viii) Mental health services.
  - (A) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
  - (B) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.
  - (C) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
  - (D) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- (ix) Substance abuse treatment services.
  - (A) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
  - (B) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

- (C) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.
- (x) Transportation. Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:
  - (A) The cost of a program participant's travel on public transportation;
  - (B) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
  - (C) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and
  - (D) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.
- (xi) Services for special populations. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.
- (2) Renovation. Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.
- (3) Shelter operations. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.
- (4) Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Eligible costs are the costs of providing URA assistance under 24 CFR 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.
- (b) Prohibition against involuntary family separation. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- (c) Minimum period of use.



- (1) Renovated buildings. Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The “value of the building” is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed, or use restriction.
  - (i) Major rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.
  - (ii) Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.
  - (iii) Renovation other than major rehabilitation or conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.
- (2) Essential services and shelter operations. Where the recipient or subrecipient uses ESG funds solely for essential services or shelter operations, the recipient or subrecipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The recipient or subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.
- (d) Maintenance of effort. The maintenance of effort requirements under 24 CFR 576.101(c), which apply to the use of ESG funds for essential services related to street outreach, also apply for the use of such funds for essential services related to emergency shelter.

#### **Homelessness Prevention Component (24 CFR 576.103)**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

**Rapid Rehousing Component (24 CFR 576.104)**

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

**Housing Relocation and Stabilization Services (24 CFR 576.105)**

- (a) Financial assistance costs. Subject to the general conditions under §576.103 and §576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:
- (1) Rental application fees. ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
  - (2) Security deposits. ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
  - (3) Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3- year period.
  - (4) Utility deposits. ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.
  - (5) Utility payments. ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
  - (6) Moving costs. ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
  - (7) If a program participant receiving short- or medium-term rental assistance under 24 CFR 576.106 meets the conditions for an emergency transfer under 24 CFR 5.2005(e), ESG funds may be used to pay amounts owed for breaking a lease to affect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under 24 CFR 576.106.
- (b) Services costs. Subject to the general restrictions under 24 CFR 576.103 and 24 CFR 576.104, ESG funds may be used to pay the costs of providing the following services:

- (1) Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
  - (i) Assessment of housing barriers, needs, and preferences;
  - (ii) Development of an action plan for locating housing;
  - (iii) Housing search;
  - (iv) Outreach to and negotiation with owners;
  - (v) Assistance with submitting rental applications and understanding leases;
  - (vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
  - (vii) Assistance with obtaining utilities and making moving arrangements; and
  - (viii) Tenant counseling.
- (2) Housing stability case management. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
  - (A) Using the centralized or coordinated assessment system as required under §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
  - (B) Conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
  - (C) Counseling;
  - (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
  - (E) Monitoring and evaluating program participant progress; (F) Providing information and referrals to other providers;
  - (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - (H) Conducting re-evaluations required under 24 CFR 576.401(b).
- (3) Mediation. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- (4) Legal services. ESG funds may pay for legal services, as set forth in 24 CFR 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- (5) Credit repair. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving

personal credit problems. This assistance does not include the payment or modification of a debt.

- (c) Maximum amounts and periods of assistance. The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.
- (d) Use with other subsidies. Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.
- (e) Housing counseling. Housing counseling, as defined in §5.100, that is funded with or provided in connection with ESG funds must be carried out in accordance with §5.111. When recipients or subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in §5.100, and therefore are not required to be carried out in accordance with the certification requirements of §5.111

#### **Short-term and Medium-term Rental Assistance (24 CFR 576.106)**

- (a) General provisions. Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.
  - (1) Short-term rental assistance is assistance for up to 3 months of rent.
  - (2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
  - (3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
  - (4) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.
- (b) Discretion to set caps and conditions. Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.
- (c) Use with other subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## (d) Rent restrictions.

- (1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.
- (2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

## (e) Rental assistance agreement. The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local

law to commence an eviction action against the program participant. Each rental assistance agreement that is executed or renewed on or after December 16, 2016, must include all protections that apply to tenants and applicants under 24 CFR part 5, subpart L, as supplemented by §576.409, except for the emergency transfer plan requirements under 24 CFR 5.2005(e) and 576.409(d). If the housing is not assisted under another “covered housing program”, as defined in 24 CFR 5.2003, the agreement may provide that the owner's obligations under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), expire at the end of the rental assistance period.

## (f) Late payments. The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

## (g) Lease. Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of 1 year. Each lease executed on or after December 16, 2016, must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). If the housing is not assisted under another “covered housing program,” as defined in 24 CFR 5.2003, the lease provision or lease addendum may be written to expire at the end of the rental assistance period.

## (h) Tenant-based rental assistance.

- (1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue

- to receive rental assistance, as long as the program participant continues to meet the program requirements.
- (2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
  - (3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
    - (i) The program participant moves out of the housing unit for which the program participant has a lease;
    - (ii) The lease terminates and is not renewed; or
    - (iii) The program participant becomes ineligible to receive ESG rental assistance.
- (i) Project-based rental assistance. If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:
- (1) The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.
  - (2) The recipient or subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.
  - (3) The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent, i.e., the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.
  - (4) The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.
  - (5) The rental assistance agreement must have an initial term of one year. When new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended

beyond the expenditure deadline in 24 CFR 576.203 or commit funds for a future ESG grant before the grant is awarded.

- (j) Changes in household composition. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

### **HMIS Component (24 CFR 576.107)**

(a) Eligible costs.

- (1) The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
  - (i) Purchasing or leasing computer hardware;
  - (ii) Purchasing software or software licenses;
  - (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
  - (iv) Obtaining technical support;
  - (v) Leasing office space;
  - (vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
  - (vii) Paying salaries for operating HMIS, including:
    - (A) Completing data entry;
    - (B) Monitoring and reviewing data quality;
    - (C) Completing data analysis;
    - (D) Reporting to the HMIS Lead;
    - (E) Training staff on using the HMIS or comparable database; and
    - (F) Implementing and complying with HMIS requirements;
  - (viii) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
  - (ix) Paying staff travel costs to conduct intake; and
  - (x) Paying participation fees charged by the HMIS Lead if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.
- (2) If the recipient is the HMIS lead agency, as designated by the Continuum of Care in the most recent fiscal year Continuum of Care Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of:
  - (i) Hosting and maintaining HMIS software or data;
  - (ii) Backing up, recovering, or repairing HMIS software or data;
  - (iii) Upgrading, customizing, and enhancing the HMIS;
  - (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
  - (v) Administering the system;
  - (vi) Reporting to providers, the Continuum of Care, and HUD; and
  - (vii) Conducting training on using the system or a comparable database, including traveling to the training.
- (3) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate

reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

- (b) General restrictions. Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

**Administrative Costs Component (24 CFR 576.108)**

- (a) Eligible costs. The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. The State of Florida allows for CoCs to use up to 5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24

CFR 576.101 through 24 CFR 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:

- (1) General management, oversight, and coordination. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
    - (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
    - (B) Developing systems for assuring compliance with program requirements;
    - (C) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
    - (D) Monitoring program activities for progress and compliance with program requirements;
    - (E) Preparing reports and other documents directly related to the program for submission to HUD;
    - (F) Coordinating the resolution of audit and monitoring findings;
    - (G) Evaluating program results against stated objectives; and
    - (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.
  - (ii) Travel costs incurred for monitoring of subrecipients;
  - (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
  - (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.



- (2) Training on ESG requirements. Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings.
- (3) Consolidated plan. Costs of preparing and amending the ESG and homelessness- related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
- (4) Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 576.407.
- (b) Sharing requirement.
  - (1) States. If the recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general-purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations.
  - (2) Territories, metropolitan cities, and urban counties. If the recipient is a territory, metropolitan city, or urban county, the recipient may share its funds for administrative costs with its subrecipients.

#### **Area-wide System Coordination Requirements (24 CFR 576.400)**

- (a) Consultation with Continuums of Care. The recipient must consult with each Continuum of Care that serves the recipient's jurisdiction in determining how to allocate ESG funds each program year; developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and developing funding, policies, and procedures for the administration and operation of the HMIS.
- (b) Coordination with other targeted homeless services. The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community- wide system to prevent and end homelessness for that area. These programs include:
  - (1) Shelter Plus Care Program (24 CFR part 582);
  - (2) Supportive Housing Program (24 CFR part 583);
  - (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882);
  - (4) HUD—Veterans Affairs Supportive Housing (HUD-VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110-161 (2007), 73 FR 25026 (May 6, 2008));
  - (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.));
  - (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa-5));
  - (7) Healthcare for the Homeless (42 CFR part 51c);
  - (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.));
  - (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc-21 et seq.));
  - (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act);
  - (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 et seq.));

- (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975));
  - (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021); (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043); (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61); (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031); (17) Homeless Veterans Dental Program (38 U.S.C. 2062);
  - (18) Supportive Services for Veteran Families Program (38 CFR part 62); and
  - (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).
- (c) System and program coordination with mainstream resources. The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs include:
- (1) Public housing programs assisted under section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437g) (24 CFR parts 905, 968, and 990);
  - (2) Housing programs receiving tenant-based or project-based assistance under section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) (respectively 24 CFR parts 982 and 983);
  - (3) Supportive Housing for Persons with Disabilities (Section 811) (24 CFR part 891);
  - (4) HOME Investment Partnerships Program (24 CFR part 92);
  - (5) Temporary Assistance for Needy Families (TANF) (45 CFR parts 260-265);
  - (6) Health Center Program (42 CFR part 51c);
  - (7) State Children's Health Insurance Program (42 CFR part 457);
  - (8) Head Start (45 CFR chapter XIII, subchapter B);
  - (9) Mental Health and Substance Abuse Block Grants (45 CFR part 96); and
  - (10) Services funded under the Workforce Investment Act (29 U.S.C. 2801 et seq.).
- (d) Centralized or coordinated assessment. Once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. The recipient and subrecipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by paragraph (e) of this section. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system.
- (e) Written standards for providing ESG assistance.
- (1) If the recipient is a metropolitan city, urban county, or territory, the recipient must have written standards for providing Emergency Solutions Grant (ESG) assistance and must consistently apply those standards for all program participants. The recipient must describe these standards in its consolidated plan.
  - (2) If the recipient is a state:
    - (i) The recipient must establish and consistently apply, or require that its subrecipients establish and consistently apply, written standards for providing ESG assistance. If the written standards are established by the subrecipients, the recipient may require these written standards to be:

- (A) Established for each area covered by a Continuum of Care or area over which the services are coordinated and followed by each subrecipient providing assistance in that area; or
  - (B) Established by each subrecipient and applied consistently within the subrecipient's program.
- (ii) Written standards developed by the state must be included in the state's Consolidated Plan. If the written standards are developed by its subrecipients, the recipient must describe its requirements for the establishment and implementation of these standards in the state's Consolidated Plan.
- (3) At a minimum these written standards must include:
  - (i) Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG);
  - (ii) Standards for targeting and providing essential services related to street outreach;
  - (iii) Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
  - (iv) Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
  - (v) Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see 24 CFR 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
  - (vi) Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance (these policies must include the emergency transfer priority required under §576.409);
  - (vii) Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
  - (viii) Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
  - (ix) 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 re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance.

- (f) Participation in HMIS. The recipient must ensure that data on all persons served, and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

<b>Applicant Name:</b>				<b>HMIS:</b>		
<b>Length of Time Homeless*</b>					<b>Points</b>	<b>Score</b>
1 – 7 days					1	
8 – 30 days					2	
31+ days					3	
<b>COVID Risk Factors</b>					<b>Points</b>	<b>Score</b>
Household member over 62					2	
Household member with underlying condition**					2	
<b>Number of Children</b>					<b>Points</b>	<b>Score</b>
Unaccompanied youth (18-24)					2	
Currently pregnant					2	
Household with 3+ children 5 years old and under					3	
Household with 3+ children over 5 years old					2	
<b>Ages of Children</b>					<b>Points</b>	<b>Score</b>
Household w/child(ren) under 1 year old					3	
Household w/child(ren) between 1 -5 years old					2	
Household w/child(ren) over 5 years old					1	
<b>Disabilities and Medical Complexities</b>					<b>Points</b>	<b>Score</b>
Parent or guardian with medical complexities					1	
Child with medical complexities					2	
Parent or guardian with disability					1	
Child with disability					2	
Medical need for electricity					2	
<b>TOTAL SCORE:</b>						

\* For this assessment, homeless is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning they have a primary nighttime residence that is a public or private place not meant for human habitation.

\*\* According to the CDC, underlying medical conditions related to higher risk of negative outcomes from COVID-19 include chronic kidney disease, COPD, obesity (BMI of 30 or higher), immunocompromised state from solid organ transplant, sickle cell disease, type 2 diabetes, or a serious heart condition such as heart failure, coronary artery disease, or cardiomyopathies.

Maximum Possible Score: 20

“High Score”: 11-20

“Low Score”: 0-10

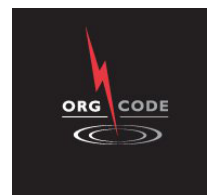
# **Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT)**

## **Prescreen Triage Tool for Single Adults**

**AMERICAN VERSION 2.0**

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**COMMUNITY  
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**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

SINGLE ADULTS

AMERICAN VERSION 2.0

## Welcome to the SPDAT Line of Products

The Service Prioritization Decision Assistance Tool (SPDAT) has been around in various incarnations for over a decade, before being released to the public in 2010. Since its initial release, the use of the SPDAT has been expanding exponentially and is now used in over one thousand communities across the United States, Canada, and Australia.

More communities using the tool means there is an unprecedented demand for versions of the SPDAT, customized for specific client groups or types of users. With the release of SPDAT V4, there have been more current versions of SPDAT products than ever before.

### VI-SPDAT Series

The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool for communities that are very busy and do not have the resources to conduct a full SPDAT assessment for every client. It was made in collaboration with Community Solutions, creators of the Vulnerability Index, as a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first. Because it is a self-reported survey, no special training is required to use the VI-SPDAT.

#### **Current versions available:**

- VI-SPDAT V 2.0 for Individuals
- VI-SPDAT V 2.0 for Families
- VI-SPDAT V 1.0 for Youth

All versions are available online at

[www.orgcode.com/products/vi-spdats/](http://www.orgcode.com/products/vi-spdats/)

### SPDAT Series

The Service Prioritization Decision Assistance Tool (SPDAT) was developed as an assessment tool for front-line workers at agencies that work with homeless clients to prioritize which of those clients should receive assistance first. The SPDAT tools are also designed to help guide case management and improve housing stability outcomes. They provide an in-depth assessment that relies on the assessor's ability to interpret responses and corroborate those with evidence. As a result, this tool may only be used by those who have received proper, up-to-date training provided by OrgCode Consulting, Inc. or an OrgCode certified trainer.

#### **Current versions available:**

- SPDAT V 4.0 for Individuals
- SPDAT V 2.0 for Families
- SPDAT V 1.0 for Youth

Information about all versions is available online at

[www.orgcode.com/products/spdat/](http://www.orgcode.com/products/spdat/)

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

SINGLE ADULTS

AMERICAN VERSION 2.0

## SPDAT Training Series

To use the SPDAT, training by OrgCode or an OrgCode certified trainer is required. We provide training on a wide variety of topics over a variety of mediums.

The full-day in-person SPDAT Level 1 training provides you the opportunity to bring together as many people as you want to be trained for one low fee. The webinar training allows for a maximum of 15 different computers to be logged into the training at one time. We also offer online courses for individuals that you can do at your own speed.

The training gives you the manual, case studies, application to current practice, a review of each component of the tool, conversation guidance with prospective clients – and more!

### **Current SPDAT training available:**

- Level 0 SPDAT Training: VI-SPDAT for Frontline Workers
- Level 1 SPDAT Training: SPDAT for Frontline Workers
- Level 2 SPDAT Training: SPDAT for Supervisors
- Level 3 SPDAT Training: SPDAT for Trainers

### **Other related training available:**

- Excellence in Housing-Based Case Management
- Coordinated Access & Common Assessment
- Motivational Interviewing
- Objective-Based Interactions

More information about SPDAT training, including pricing, is available online at

<http://www.orgcode.com/product-category/training/spdat/>



**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

SINGLE ADULTS

AMERICAN VERSION 2.0

## Administration

<b>Interviewer's Name</b> _____	<b>Agency</b> _____	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
<b>Survey Date</b> DD/MM/YYYY ____/____/____	<b>Survey Time</b> ____ : ____ AM/PM	<b>Survey Location</b> _____

## Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question or the assessor does not understand the question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

## Basic Information

<b>First Name</b> _____	<b>Nickname</b> _____	<b>Last Name</b> _____
<b>In what language do you feel best able to express yourself?</b> _____		
<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b> _____	<b>Social Security Number</b> _____
		<b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.

**SCORE:**

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

SINGLE ADULTS

AMERICAN VERSION 2.0

**A. History of Housing and Homelessness**

1. Where do you sleep most frequently? (check one)

- ☐ Shelters  
☐ Transitional Housing  
☐ Safe Haven  
☐ **Outdoors**  
☐ **Other (specify):** \_\_\_\_\_

☐ **Refused**

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

**SCORE:**

2. How long has it been since you lived in permanent stable housing? \_\_\_\_\_

☐ Refused

3. In the last three years, how many times have you been homeless? \_\_\_\_\_

☐ Refused

IF THE PERSON HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

**SCORE:****B. Risks**

4. In the past six months, how many times have you...

a) Received health care at an emergency department/room? \_\_\_\_\_

☐ Refused

b) Taken an ambulance to the hospital? \_\_\_\_\_

☐ Refused

c) Been hospitalized as an inpatient? \_\_\_\_\_

☐ Refused

d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? \_\_\_\_\_

☐ Refused

e) Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? \_\_\_\_\_

☐ Refused

f) Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? \_\_\_\_\_

☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

**SCORE:**

5. Have you been attacked or beaten up since you've become homeless? \_\_\_\_\_

☐ Y ☐ N ☐ Refused

6. Have you threatened to or tried to harm yourself or anyone else in the last year? \_\_\_\_\_

☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

**SCORE:**

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7. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **LEGAL ISSUES**.**SCORE:**

8. Does anybody force or trick you to do things that you do not want to do? ☐ Y ☐ N ☐ Refused

9. Do you ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **RISK OF EXPLOITATION**.**SCORE:****C. Socialization & Daily Functioning**

10. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Y ☐ N ☐ Refused

11. Do you get any money from the government, a pension, an inheritance, working under the table, a regular job, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO QUESTION 10 OR "NO" TO QUESTION 11, THEN SCORE 1 FOR **MONEY MANAGEMENT**.**SCORE:**

12. Do you have planned activities, other than just surviving, that make you feel happy and fulfilled? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **MEANINGFUL DAILY ACTIVITY**.**SCORE:**

13. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **SELF-CARE**.**SCORE:**

14. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **SOCIAL RELATIONSHIPS**.**SCORE:**

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**D. Wellness**

15. Have you ever had to leave an apartment, shelter program, or other place you were staying because of your physical health? ☐ Y ☐ N ☐ Refused
16. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused
17. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Y ☐ N ☐ Refused
18. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused
19. When you are sick or not feeling well, do you avoid getting help? ☐ Y ☐ N ☐ Refused
20. **FOR FEMALE RESPONDENTS ONLY:** Are you currently pregnant? ☐ Y ☐ N ☐ N/A or Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **PHYSICAL HEALTH**.**SCORE:**

21. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused
22. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **SUBSTANCE USE**.**SCORE:**

23. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:
- a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused
- b) A past head injury? ☐ Y ☐ N ☐ Refused
- c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused
24. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **MENTAL HEALTH**.**SCORE:**IF THE RESPONDENT SCORED 1 FOR **PHYSICAL HEALTH** AND 1 FOR **SUBSTANCE USE** AND 1 FOR **MENTAL HEALTH**, SCORE 1 FOR **TRI-MORBIDITY**.**SCORE:**

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25. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? ☐ Y ☐ N ☐ Refused

26. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR **MEDICATIONS**.

**SCORE:**

27. **YES OR NO:** Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced? ☐ Y ☐ N ☐ Refused

IF "YES", SCORE 1 FOR **ABUSE AND TRAUMA**.

**SCORE:****Scoring Summary**

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/1	<b>Score: Recommendation:</b> 0-3: no housing intervention 4-7: an assessment for Rapid Re-Housing 8+: an assessment for Permanent Supportive Housing/Housing First
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
<b>GRAND TOTAL:</b>	/17	

**Follow-Up Questions**

<b>On a regular day, where is it easiest to find you and what time of day is easiest to do so?</b>	place: _____ time: ____ : ____ or Morning/Afternoon/Evening/Night
<b>Is there a phone number and/or email where someone can safely get in touch with you or leave you a message?</b>	phone: (____) _____ - _____ email: _____
<b>Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the adult at some point in the future
- safety planning

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

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## Appendix A: About the VI-SPDAT

The HEARTH Act and federal regulations require communities to have an assessment tool for coordinated entry - and the VI-SPDAT and SPDAT meet these requirements. Many communities have struggled to comply with this requirement, which demands an investment of considerable time, resources and expertise. Others are making it up as they go along, using “gut instincts” in lieu of solid evidence. Communities need practical, evidence-informed tools that enhance their ability to satisfy federal regulations and quickly implement an effective approach to access and assessment. The VI-SPDAT is a first-of-its-kind tool designed to fill this need, helping communities end homelessness in a quick, strategic fashion.

### The VI-SPDAT

The VI-SPDAT was initially created by combining the elements of the Vulnerability Index which was created and implemented by Community Solutions broadly in the 100,000 Homes Campaign, and the SPDAT Prescreen Instrument that was part of the Service Prioritization Decision Assistance Tool. The combination of these two instruments was performed through extensive research and development, and testing. The development process included the direct voice of hundreds of persons with lived experience.

The VI-SPDAT examines factors of current vulnerability and future housing stability. It follows the structure of the SPDAT assessment tool, and is informed by the same research backbone that supports the SPDAT - almost 300 peer reviewed published journal articles, government reports, clinical and quasi-clinical assessment tools, and large data sets. The SPDAT has been independently tested, as well as internally reviewed. The data overwhelmingly shows that when the SPDAT is used properly, housing outcomes are better than when no assessment tool is used.

The VI-SPDAT is a triage tool. It highlights areas of higher acuity, thereby helping to inform the type of support and housing intervention that may be most beneficial to improve long term housing outcomes. It also helps inform the order - or priority - in which people should be served. The VI-SPDAT does not make decisions; it informs decisions. The VI-SPDAT provides data that communities, service providers, and people experiencing homelessness can use to help determine the best course of action next.

### Version 2

Version 2 builds upon the success of Version 1 of the VI-SPDAT with some refinements. Starting in August 2014, a survey was launched of existing VI-SPDAT users to get their input on what should be amended, improved, or maintained in the tool. Analysis was completed across all of these responses. Further research was conducted. Questions were tested and refined over several months, again including the direct voice of persons with lived experience and frontline practitioners. Input was also gathered from senior government officials that create policy and programs to help ensure alignment with guidelines and funding requirements.

You will notice some differences in Version 2 compared to Version 1. Namely:

- it is shorter, usually taking less than 7 minutes to complete;
- subjective elements through observation are now gone, which means the exact same instrument can be used over the phone or in-person;
- medical, substance use, and mental health questions are all refined;
- you can now explicitly see which component of the full SPDAT each VI-SPDAT question links to; and,
- the scoring range is slightly different (Don't worry, we can provide instructions on how these relate to results from Version 1).



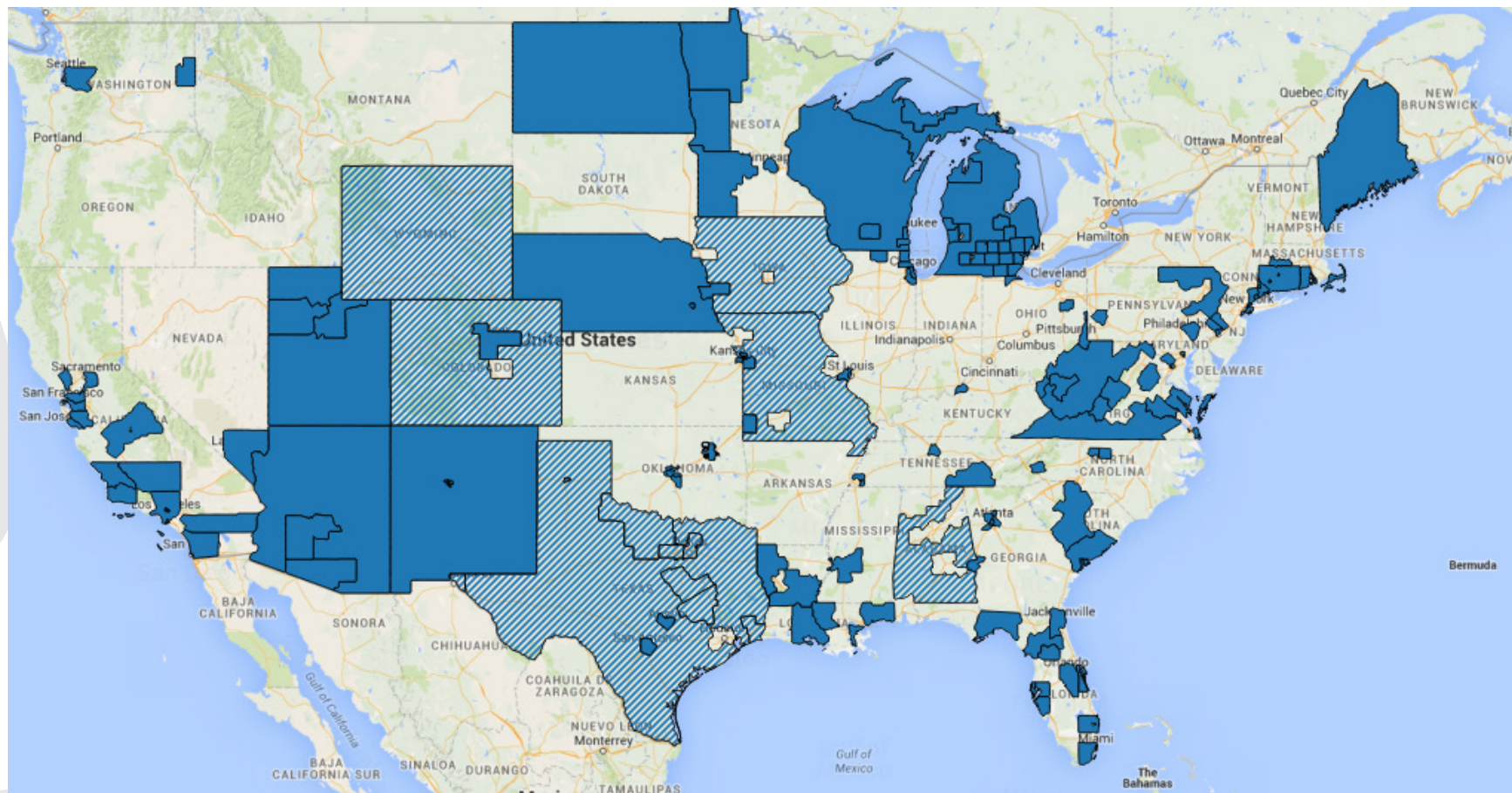
**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

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## Appendix B: Where the VI-SPDAT is being used in the United States

Since the VI-SPDAT is provided completely free of charge, and no training is required, any community is able to use the VI-SPDAT without the explicit permission of Community Solutions or OrgCode Consulting, Inc. As a result, the VI-SPDAT is being used in more communities than we know of. It is also being used in Canada and Australia.



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**SINGLE ADULTS**

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A partial list of continua of care (CoCs) in the US where we know the VI-SPDAT is being used includes:

**Alabama**

- Parts of Alabama Balance of State

**Arizona**

- Statewide

**California**

- San Jose/Santa Clara City & County
- San Francisco
- Oakland/Alameda County
- Sacramento City & County
- Richmond/Contra Costa County
- Watsonville/Santa Cruz City & County
- Fresno/Madera County
- Napa City & County
- Los Angeles City & County
- San Diego
- Santa Maria/Santa Barbara County
- Bakersfield/Kern County
- Pasadena
- Riverside City & County
- Glendale
- San Luis Obispo County

**Colorado**

- Metropolitan Denver Homeless Initiative
- Parts of Colorado Balance of State

**Connecticut**

- Hartford
- Bridgeport/Stratford/Fairfield
- Connecticut Balance of State
- Norwalk/Fairfield County
- Stamford/Greenwich
- City of Waterbury

**District of Columbia**

- District of Columbia

**Florida**

- Sarasota/Bradenton/Manatee, Sarasota Counties
- Tampa/Hillsborough County
- St. Petersburg/Clearwater/Largo/Pinellas County
- Tallahassee/Leon County
- Orlando/Orange, Osceola, Seminole Counties
- Gainesville/Alachua, Putnam Counties
- Jacksonville-Duval, Clay Counties
- Palm Bay/Melbourne/Brevard County
- Ocala/Marion County
- Miami/Dade County
- West Palm Beach/Palm Beach County

**Georgia**

- Atlanta County
- Fulton County
- Columbus-Muscogee/Russell County
- Marietta/Cobb County
- DeKalb County

**Hawaii**

- Honolulu

**Illinois**

- Rockford/Winnebago, Boone Counties
- Waukegan/North Chicago/Lake County
- Chicago
- Cook County

**Iowa**

- Parts of Iowa Balance of State

**Kansas**

- Kansas City/Wyandotte County

**Kentucky**

- Louisville/Jefferson County

**Louisiana**

- Lafayette/Acadiana
- Shreveport/Bossier/Northwest
- New Orleans/Jefferson Parish
- Baton Rouge
- Alexandria/Central Louisiana CoC

**Massachusetts**

- Cape Cod Islands
- Springfield/Holyoke/Chicopee/Westfield/Hampden County

**Maryland**

- Baltimore City
- Montgomery County

**Maine**

- Statewide

**Michigan**

- Statewide

**Minnesota**

- Minneapolis/Hennepin County
- Northwest Minnesota
- Moorhead/West Central Minnesota
- Southwest Minnesota

**Missouri**

- St. Louis County
- St. Louis City
- Joplin/Jasper, Newton Counties
- Kansas City/Independence/Lee's Summit/Jackson County
- Parts of Missouri Balance of State

**Mississippi**

- Jackson/Rankin, Madison Counties
- Gulf Port/Gulf Coast Regional

**North Carolina**

- Winston Salem/Forsyth County
- Asheville/Buncombe County
- Greensboro/High Point

**North Dakota**

- Statewide

**Nebraska**

- Statewide

**New Mexico**

- Statewide

**Nevada**

- Las Vegas/Clark County

**New York**

- New York City
- Yonkers/Mount Vernon/New Rochelle/Westchester County

**Ohio**

- Toledo/Lucas County
- Canton/Massillon/Alliance/Stark County

**Oklahoma**

- Tulsa City & County/Broken Arrow
- Oklahoma City
- Norman/Cleveland County

**Pennsylvania**

- Philadelphia
- Lower Marion/Norristown/Abington/Montgomery County
- Allentown/Northeast Pennsylvania
- Lancaster City & County
- Bristol/Bensalem/Bucks County
- Pittsburgh/McKeesport/Penn Hills/Allegheny County

**Rhode Island**

- Statewide

**South Carolina**

- Charleston/Low Country
- Columbia/Midlands

**Tennessee**

- Chattanooga/Southeast Tennessee
- Memphis/Shelby County
- Nashville/Davidson County

**Texas**

- San Antonio/Bexar County
- Austin/Travis County
- Dallas City & County/Irving
- Fort Worth/Arlington/Tarrant County
- El Paso City and County
- Waco/McLennan County
- Texas Balance of State
- Amarillo
- Wichita Falls/Wise, Palo Pinto, Wichita, Archer Counties
- Bryan/College Station/Brazos Valley
- Beaumont/Port Arthur/South East Texas

**Utah**

- Statewide

**Virginia**

- Richmond/Henrico, Chesterfield, Hanover Counties
- Roanoke City & County/Salem
- Virginia Beach
- Portsmouth
- Virginia Balance of State
- Arlington County

**Washington**

- Seattle/King County
- Spokane City & County

**Wisconsin**

- Statewide

**West Virginia**

- Statewide

**Wyoming**

- Wyoming Statewide is in the process of implementing



# **Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT)**

## **Prescreen Triage Tool for Families**

**AMERICAN VERSION 2.0**

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**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

FAMILIES

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## Welcome to the SPDAT Line of Products

The Service Prioritization Decision Assistance Tool (SPDAT) has been around in various incarnations for over a decade, before being released to the public in 2010. Since its initial release, the use of the SPDAT has been expanding exponentially and is now used in over one thousand communities across the United States, Canada, and Australia.

More communities using the tool means there is an unprecedented demand for versions of the SPDAT, customized for specific client groups or types of users. With the release of SPDAT V4, there have been more current versions of SPDAT products than ever before.

### VI-SPDAT Series

The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool for communities that are very busy and do not have the resources to conduct a full SPDAT assessment for every client. It was made in collaboration with Community Solutions, creators of the Vulnerability Index, as a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first. Because it is a self-reported survey, no special training is required to use the VI-SPDAT.

#### **Current versions available:**

- VI-SPDAT V 2.0 for Individuals
- VI-SPDAT V 2.0 for Families
- VI-SPDAT V 1.0 for Youth

All versions are available online at

[www.orgcode.com/products/vi-spdatt/](http://www.orgcode.com/products/vi-spdatt/)

### SPDAT Series

The Service Prioritization Decision Assistance Tool (SPDAT) was developed as an assessment tool for front-line workers at agencies that work with homeless clients to prioritize which of those clients should receive assistance first. The SPDAT tools are also designed to help guide case management and improve housing stability outcomes. They provide an in-depth assessment that relies on the assessor's ability to interpret responses and corroborate those with evidence. As a result, this tool may only be used by those who have received proper, up-to-date training provided by OrgCode Consulting, Inc. or an OrgCode certified trainer.

#### **Current versions available:**

- SPDAT V 4.0 for Individuals
- SPDAT V 2.0 for Families
- SPDAT V 1.0 for Youth

Information about all versions is available online at

[www.orgcode.com/products/spdat/](http://www.orgcode.com/products/spdat/)

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## **SPDAT Training Series**

To use the SPDAT, training by OrgCode or an OrgCode certified trainer is required. We provide training on a wide variety of topics over a variety of mediums.

The full-day in-person SPDAT Level 1 training provides you the opportunity to bring together as many people as you want to be trained for one low fee. The webinar training allows for a maximum of 15 different computers to be logged into the training at one time. We also offer online courses for individuals that you can do at your own speed.

The training gives you the manual, case studies, application to current practice, a review of each component of the tool, conversation guidance with prospective clients – and more!

### ***Current SPDAT training available:***

- Level 0 SPDAT Training: VI-SPDAT for Frontline Workers
- Level 1 SPDAT Training: SPDAT for Frontline Workers
- Level 2 SPDAT Training: SPDAT for Supervisors
- Level 3 SPDAT Training: SPDAT for Trainers

### ***Other related training available:***

- Excellence in Housing-Based Case Management
- Coordinated Access & Common Assessment
- Motivational Interviewing
- Objective-Based Interactions

More information about SPDAT training, including pricing, is available online at

<http://www.orgcode.com/product-category/training/spdat/>

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## Administration

<b>Interviewer's Name</b> _____	<b>Agency</b> _____	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
<b>Survey Date</b> DD/MM/YYYY ____/____/____	<b>Survey Time</b> ____ : ____ AM/PM	<b>Survey Location</b> _____

## Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

## Basic Information

<b>PARENT 1</b>	<b>First Name</b>	<b>Nickname</b>	<b>Last Name</b>
	_____		
	<b>In what language do you feel best able to express yourself?</b> _____		
	<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b>	<b>Social Security Number</b>
<b>PARENT 2</b>	<b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> No second parent currently part of the household		
	<b>First Name</b>	<b>Nickname</b>	<b>Last Name</b>
	_____		
<b>PARENT 2</b>	<b>In what language do you feel best able to express yourself?</b> _____		
	<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b>	<b>Social Security Number</b>
	<b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<b>IF EITHER HEAD OF HOUSEHOLD IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.</b> <div style="float: right;"><b>SCORE:</b> <div style="border: 1px solid black; width: 100px; height: 20px;"></div></div>		

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**Children**

1. How many children under the age of 18 are currently with you? \_\_\_\_\_ ☐ Refused
2. How many children under the age of 18 are not currently with your family, but you have reason to believe they will be joining you when you get housed? \_\_\_\_\_ ☐ Refused
3. IF HOUSEHOLD INCLUDES A FEMALE: Is any member of the family currently pregnant? ☐ Y ☐ N ☐ Refused
4. Please provide a list of children's names and ages:

**First Name****Last Name****Age****Date of Birth**


IF THERE IS A SINGLE PARENT WITH 2+ CHILDREN, AND/OR A CHILD AGED 11 OR YOUNGER, AND/OR A CURRENT PREGNANCY, THEN SCORE 1 FOR **FAMILY SIZE**.

**SCORE:**

IF THERE ARE TWO PARENTS WITH 3+ CHILDREN, AND/OR A CHILD AGED 6 OR YOUNGER, AND/OR A CURRENT PREGNANCY, THEN SCORE 1 FOR **FAMILY SIZE**.

**A. History of Housing and Homelessness**

5. Where do you and your family sleep most frequently? (check one)
  - ☐ Shelters
  - ☐ Transitional Housing
  - ☐ Safe Haven
  - ☐ **Outdoors**
  - ☐ **Other (specify):** \_\_\_\_\_
  - ☐ **Refused**

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

**SCORE:**

6. How long has it been since you and your family lived in permanent stable housing? \_\_\_\_\_ ☐ Refused
7. In the last three years, how many times have you and your family been homeless? \_\_\_\_\_ ☐ Refused

IF THE FAMILY HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

**SCORE:**

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**B. Risks**

8. In the past six months, how many times have you or anyone in your family...

- a) Received health care at an emergency department/room?  ☐ Refused
- b) Taken an ambulance to the hospital?  ☐ Refused
- c) Been hospitalized as an inpatient?  ☐ Refused
- d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines?  ☐ Refused
- e) Talked to police because they witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told them that they must move along?  ☐ Refused
- f) Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between?  ☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR **EMERGENCY SERVICE USE.**

**SCORE:**

9. Have you or anyone in your family been attacked or beaten up since they've become homeless? ☐ Y ☐ N ☐ Refused

10. Have you or anyone in your family threatened to or tried to harm themselves or anyone else in the last year? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **RISK OF HARM.**

**SCORE:**

11. Do you or anyone in your family have any legal stuff going on right now that may result in them being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **LEGAL ISSUES.**

**SCORE:**

12. Does anybody force or trick you or anyone in your family to do things that you do not want to do? ☐ Y ☐ N ☐ Refused

13. Do you or anyone in your family ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone they don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **RISK OF EXPLOITATION.**

**SCORE:**

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**C. Socialization & Daily Functioning**

14. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you or anyone in your family owe them money? ☐ Y ☐ N ☐ Refused

15. Do you or anyone in your family get any money from the government, a pension, an inheritance, working under the table, a regular job, or anything like that? ☐ Y ☒ N ☐ Refused

IF "YES" TO QUESTION 14 OR "NO" TO QUESTION 15, THEN SCORE 1 FOR **MONEY MANAGEMENT**.

**SCORE:**

16. Does everyone in your family have planned activities, other than just surviving, that make them feel happy and fulfilled? ☐ Y ☒ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **MEANINGFUL DAILY ACTIVITY**.

**SCORE:**

17. Is everyone in your family currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☒ N ☐ Refused

IF "NO," THEN SCORE 1 FOR **SELF-CARE**.

**SCORE:**

18. Is your family's current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because other family or friends caused your family to become evicted? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR **SOCIAL RELATIONSHIPS**.

**SCORE:****D. Wellness**

19. Has your family ever had to leave an apartment, shelter program, or other place you were staying because of the physical health of you or anyone in your family? ☐ Y ☐ N ☐ Refused

20. Do you or anyone in your family have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused

21. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you or anyone in your family? ☐ Y ☐ N ☐ Refused

22. Does anyone in your family have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

23. When someone in your family is sick or not feeling well, does your family avoid getting medical help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **PHYSICAL HEALTH**.

**SCORE:**

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

FAMILIES

AMERICAN VERSION 2.0

24. Has drinking or drug use by you or anyone in your family led your family to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused

25. Will drinking or drug use make it difficult for your family to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **SUBSTANCE USE**.

SCORE:

26. Has your family ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:

a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused

b) A past head injury? ☐ Y ☐ N ☐ Refused

c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused

27. Do you or anyone in your family have any mental health or brain issues that would make it hard for your family to live independently because help would be needed? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **MENTAL HEALTH**.

SCORE:

28. IF THE FAMILY SCORED 1 EACH FOR PHYSICAL HEALTH, SUBSTANCE USE, AND MENTAL HEALTH: Does any single member of your household have a medical condition, mental health concerns, **and** experience with problematic substance use? ☐ Y ☐ N ☐ N/A or Refused

IF "YES", SCORE 1 FOR **TRI-MORBIDITY**.

SCORE:

29. Are there any medications that a doctor said you or anyone in your family should be taking that, for whatever reason, they are not taking? ☐ Y ☐ N ☐ Refused

30. Are there any medications like painkillers that you or anyone in your family don't take the way the doctor prescribed or where they sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR **MEDICATIONS**.

SCORE:

31. YES OR NO: Has your family's current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you or anyone in your family have experienced? ☐ Y ☐ N ☐ Refused

IF "YES", SCORE 1 FOR **ABUSE AND TRAUMA**.

SCORE:



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**E. Family Unit**

32. Are there any children that have been removed from the family by a child protection service within the last 180 days? ☐ Y ☐ N ☐ Refused

33. Do you have any family legal issues that are being resolved in court or need to be resolved in court that would impact your housing or who may live within your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR FAMILY LEGAL ISSUES.

**SCORE:**

34. In the last 180 days have any children lived with family or friends because of your homelessness or housing situation? ☐ Y ☐ N ☐ Refused

35. Has any child in the family experienced abuse or trauma in the last 180 days? ☐ Y ☐ N ☐ Refused

36. IF THERE ARE SCHOOL-AGED CHILDREN: Do your children attend school more often than not each week? ☐ Y ☐ N ☐ N/A or Refused

IF "YES" TO ANY OF QUESTIONS 34 OR 35, OR "NO" TO QUESTION 36, SCORE 1 FOR NEEDS OF CHILDREN.

**SCORE:**

37. Have the members of your family changed in the last 180 days, due to things like divorce, your kids coming back to live with you, someone leaving for military service or incarceration, a relative moving in, or anything like that? ☐ Y ☐ N ☐ Refused

38. Do you anticipate any other adults or children coming to live with you within the first 180 days of being housed? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR FAMILY STABILITY.

**SCORE:**

39. Do you have two or more planned activities each week as a family such as outings to the park, going to the library, visiting other family, watching a family movie, or anything like that? ☐ Y ☐ N ☐ Refused

40. After school, or on weekends or days when there isn't school, is the total time children spend each day where there is no interaction with you or another responsible adult...

a) 3 or more hours per day for children aged 13 or older? ☐ Y ☐ N ☐ Refused

b) 2 or more hours per day for children aged 12 or younger? ☐ Y ☐ N ☐ Refused

41. IF THERE ARE CHILDREN BOTH 12 AND UNDER & 13 AND OVER: Do your older kids spend 2 or more hours on a typical day helping their younger sibling(s) with things like getting ready for school, helping with homework, making them dinner, bathing them, or anything like that? ☐ Y ☐ N ☐ N/A or Refused

IF "NO" TO QUESTION 39, OR "YES" TO ANY OF QUESTIONS 40 OR 41, SCORE 1 FOR PARENTAL ENGAGEMENT.

**SCORE:**

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

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## Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/2	<b>Score: Recommendation:</b>  0-3 no housing intervention  4-8 an assessment for Rapid Re-Housing  9+ an assessment for Permanent Supportive Housing/Housing First
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
E. FAMILY UNIT	/4	
<b>GRAND TOTAL:</b>	<b>/22</b>	

## Follow-Up Questions

<b>On a regular day, where is it easiest to find you and what time of day is easiest to do so?</b>	place: _____ time: ____ : ____ or Morning/Afternoon/Evening/Night
<b>Is there a phone number and/or email where someone can safely get in touch with you or leave you a message?</b>	phone: (____) _____ - _____ email: _____
<b>Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the adult at some point in the future
- safety planning

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

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## Appendix A: About the VI-SPDAT

The HEARTH Act and federal regulations require communities to have an assessment tool for coordinated entry - and the VI-SPDAT and SPDAT meet these requirements. Many communities have struggled to comply with this requirement, which demands an investment of considerable time, resources and expertise. Others are making it up as they go along, using “gut instincts” in lieu of solid evidence. Communities need a practical, evidence-informed way to satisfy federal regulations while quickly implementing an effective approach to access and assessment. The VI-SPDAT is a first-of-its-kind tool designed to fill this need, helping communities end homelessness in a quick, strategic fashion.

### The VI-SPDAT

The VI-SPDAT was initially created by combining the elements of the Vulnerability Index which was created and implemented by Community Solutions broadly in the 100,000 Homes Campaign, and the SPDAT Prescreen Instrument that was part of the Service Prioritization Decision Assistance Tool. The combination of these two instruments was performed through extensive research and development, and testing. The development process included the direct voice of hundreds of persons with lived experience.

The VI-SPDAT examines factors of current vulnerability and future housing stability. It follows the structure of the SPDAT assessment tool, and is informed by the same research backbone that supports the SPDAT - almost 300 peer reviewed published journal articles, government reports, clinical and quasi-clinical assessment tools, and large data sets. The SPDAT has been independently tested, as well as internally reviewed. The data overwhelmingly shows that when the SPDAT is used properly, housing outcomes are better than when no assessment tool is used.

The VI-SPDAT is a triage tool. It highlights areas of higher acuity, thereby helping to inform the type of support and housing intervention that may be most beneficial to improve long term housing outcomes. It also helps inform the order - or priority - in which people should be served. The VI-SPDAT does not make decisions; it informs decisions. The VI-SPDAT provides data that communities, service providers, and people experiencing homelessness can use to help determine the best course of action next.

### Version 2

Version 2 builds upon the success of Version 1 of the VI-SPDAT with some refinements. Starting in August 2014, a survey was launched of existing VI-SPDAT users to get their input on what should be amended, improved, or maintained in the tool. Analysis was completed across all of these responses. Further research was conducted. Questions were tested and refined over several months, again including the direct voice of persons with lived experience and frontline practitioners. Input was also gathered from senior government officials that create policy and programs to help ensure alignment with guidelines and funding requirements.

You will notice some differences in Version 2 compared to Version 1. Namely:

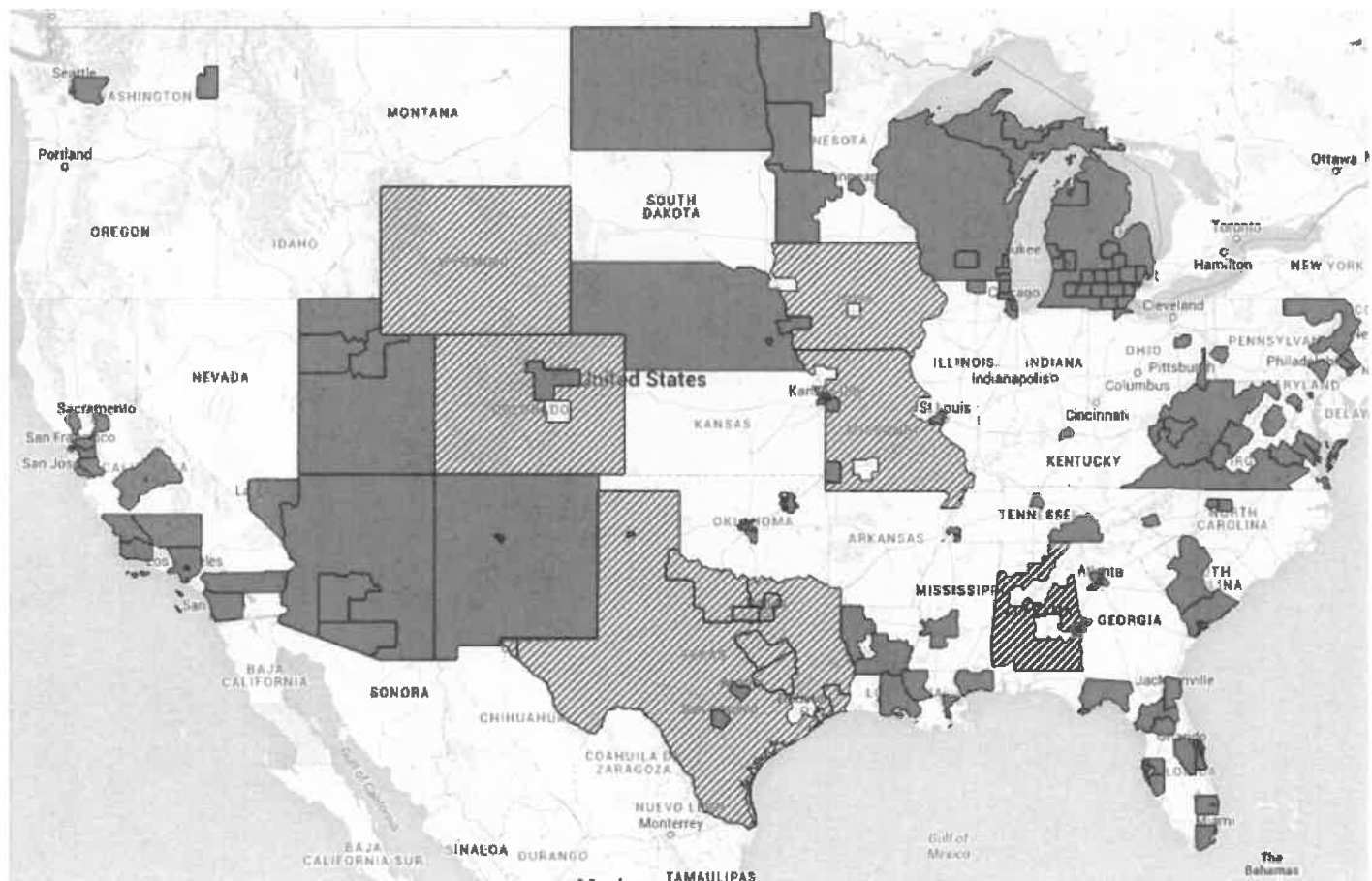
- it is shorter, usually taking less than 7 minutes to complete;
- subjective elements through observation are now gone, which means the exact same instrument can be used over the phone or in-person;
- medical, substance use, and mental health questions are all refined;
- you can now explicitly see which component of the full SPDAT each VI-SPDAT question links to; and,
- the scoring range is slightly different (Don't worry, we can provide instructions on how these relate to results from Version 1).

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)**

## FAMILIES

## Appendix B: Where the VI-SPDAT is being used in the United States

Since the VI-SPDAT is provided completely free of charge, and no training is required, any community is able to use it without the explicit permission of Community Solutions or OrgCode Consulting, Inc. As a result, the VI-SPDAT is being used in more and more communities. It is also being used in Canada and Australia.



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1 (800) 355-0420 [info@orgcode.com](mailto:info@orgcode.com) [www.orgcode.com](http://www.orgcode.com)

**VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)****FAMILIES**

A partial list of continua of care (CoCs) in the US where we know the VI-SPDAT is being used includes:

**Alabama**

- Parts of Alabama Balance of State

**Arizona**

- Statewide

**California**

- San Jose/Santa Clara City & County
- San Francisco
- Oakland/Alameda County
- Sacramento City & County
- Richmond/Contra Costa County
- Watsonville/Santa Cruz City & County
- Fresno/Madera County
- Napa City & County
- Los Angeles City & County
- San Diego
- Santa Maria/Santa Barbara County
- Bakersfield/Kern County
- Pasadena
- Riverside City & County
- Glendale
- San Luis Obispo County

**Colorado**

- Metropolitan Denver Homeless Initiative
- Parts of Colorado Balance of State

**Connecticut**

- Hartford
- Bridgeport/Stratford/Fairfield
- Connecticut Balance of State
- Norwalk/Fairfield County
- Stamford/Greenwich
- City of Waterbury

**District of Columbia**

- District of Columbia

**Florida**

- Sarasota/Bradenton/Manatee, Sarasota Counties
- Tampa/Hillsborough County
- St. Petersburg/Clearwater/Largo/Pinellas County
- Tallahassee/Leon County
- Orlando/Orange, Osceola, Seminole Counties
- Gainesville/Alachua, Putnam Counties
- Jacksonville-Duval, Clay Counties
- Palm Bay/Melbourne/Brevard County
- Ocala/Marion County
- Miami/Dade County
- West Palm Beach/Palm Beach County

**Georgia**

- Atlanta County
- Fulton County
- Columbus-Muscogee/Russell County
- Marietta/Cobb County
- DeKalb County

**Hawaii**

- Honolulu

**Illinois**

- Rockford/Winnebago, Boone Counties
- Waukegan/North Chicago/Lake County
- Chicago
- Cook County

**Iowa**

- Parts of Iowa Balance of State

**Kansas**

- Kansas City/Wyandotte County

**Kentucky**

- Louisville/Jefferson County

**Louisiana**

- Lafayette/Acadiana
- Shreveport/Bossier/Northwest
- New Orleans/Jefferson Parish
- Baton Rouge
- Alexandria/Central Louisiana CoC

**Massachusetts**

- Cape Cod Islands
- Springfield/Holyoke/Chicopee/Westfield/Hampden County

**Maryland**

- Baltimore City
- Montgomery County

**Maine**

- Statewide

**Michigan**

- Statewide

**Minnesota**

- Minneapolis/Hennepin County
- Northwest Minnesota
- Moorhead/West Central Minnesota
- Southwest Minnesota

**Missouri**

- St. Louis County
- St. Louis City
- Joplin/Jasper, Newton Counties
- Kansas City/Independence/Lee's Summit/Jackson County
- Parts of Missouri Balance of State

**Mississippi**

- Jackson/Rankin, Madison Counties
- Gulf Port/Gulf Coast Regional

**North Carolina**

- Winston Salem/Forsyth County
- Asheville/Buncombe County
- Greensboro/High Point

**North Dakota**

- Statewide

**Nebraska**

- Statewide

**New Mexico**

- Statewide

**Nevada**

- Las Vegas/Clark County

**New York**

- New York City
- Yonkers/Mount Vernon/New Rochelle/Westchester County

**Ohio**

- Toledo/Lucas County
- Canton/Massillon/Alliance/Stark County

**Oklahoma**

- Tulsa City & County/Broken Arrow
- Oklahoma City
- Norman/Cleveland County

**Pennsylvania**

- Philadelphia
- Lower Marion/Norristown/Abington/Montgomery County
- Allentown/Northeast Pennsylvania
- Lancaster City & County
- Bristol/Bensalem/Bucks County
- Pittsburgh/McKeesport/Penn Hills/Allegheny County

**Rhode Island**

- Statewide

**South Carolina**

- Charleston/Low Country
- Columbia/Midlands

**Tennessee**

- Chattanooga/Southeast Tennessee
- Memphis/Shelby County
- Nashville/Davidson County

**Transition Age Youth -  
Vulnerability Index -  
Service Prioritization Decision Assistance Tool  
(TAY-VI-SPDAT)**

**“Next Step Tool for Homeless Youth”**

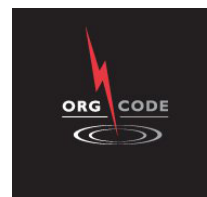
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**COMMUNITY  
SOLUTIONS**



Eric Rice, PhD



## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

# Welcome to the SPDAT Line of Products

The Service Prioritization Decision Assistance Tool (SPDAT) has been around in various incarnations for over a decade, before being released to the public in 2010. Since its initial release, the use of the SPDAT has been expanding exponentially and is now used in over one thousand communities across the United States, Canada, and Australia.

More communities using the tool means there is an unprecedented demand for versions of the SPDAT, customized for specific client groups or types of users. With the release of SPDAT V4, there have been more current versions of SPDAT products than ever before.

## VI-SPDAT Series

The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool for communities that are very busy and do not have the resources to conduct a full SPDAT assessment for every client. It was made in collaboration with Community Solutions, creators of the Vulnerability Index, as a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity. The use of this survey can help prioritize which clients should be given a full SPDAT assessment first. Because it is a self-reported survey, no special training is required to use the VI-SPDAT.

### **Current versions available:**

- VI-SPDAT V 2.0
- Family VI-SPDAT V 2.0
- Next Step Tool for Homeless Youth V 1.0

All versions are available online at

[www.orgcode.com/products/vi-spdatt/](http://www.orgcode.com/products/vi-spdatt/)

## SPDAT Series

The Service Prioritization Decision Assistance Tool (SPDAT) was developed as an assessment tool for front-line workers at agencies that work with homeless clients to prioritize which of those clients should receive assistance first. The SPDAT tools are also designed to help guide case management and improve housing stability outcomes. They provide an in-depth assessment that relies on the assessor's ability to interpret responses and corroborate those with evidence. As a result, this tool may only be used by those who have received proper, up-to-date training provided by OrgCode Consulting, Inc. or an OrgCode certified trainer.

### **Current versions available:**

- SPDAT V 4.0 for Individuals
- F-SPDAT V 2.0 for Families
- Y-SPDAT V 1.0 for Youth

Information about all versions is available online at

[www.orgcode.com/products/spdat/](http://www.orgcode.com/products/spdat/)

## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

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### SPDAT Training Series

To use the SPDAT assessment product, training by OrgCode or an OrgCode certified trainer is required. We provide training on a wide variety of topics over a variety of mediums.

The full-day in-person SPDAT Level 1 training provides you the opportunity to bring together as many people as you want to be trained for one low fee. The webinar training allows for a maximum of 15 different computers to be logged into the training at one time. We also offer online courses for individuals that you can do at your own speed.

The training gives you the manual, case studies, application to current practice, a review of each component of the tool, conversation guidance with prospective clients – and more!

#### **Current SPDAT training available:**

- Level 0 SPDAT Training: VI-SPDAT for Frontline Workers
- Level 1 SPDAT Training: SPDAT for Frontline Workers
- Level 2 SPDAT Training: SPDAT for Supervisors
- Level 3 SPDAT Training: SPDAT for Trainers

#### **Other related training available:**

- Excellence in Housing-Based Case Management
- Coordinated Access & Common Assessment
- Motivational Interviewing
- Objective-Based Interactions

More information about SPDAT training, including pricing, is available online at

<http://www.orgcode.com/product-category/training/spdat/>

### The TAY-VI-SPDAT – The Next Step Tool for Homeless Youth

OrgCode Consulting, Inc. and Community Solutions joined forces with the Corporation for Supportive Housing (CSH) to combine the best parts of products and expertise to create one streamlined triage tool designed specifically for youth aged 24 or younger.



**NEXT STEP TOOL FOR HOMELESS YOUTH**

SINGLE YOUTH

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## Administration

<b>Interviewer's Name</b> _____	<b>Agency</b> _____	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
<b>Survey Date</b> DD/MM/YYYY ____/____/____	<b>Survey Time</b> ____ : ____	<b>Survey Location</b> _____

## Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

## Basic Information

<b>First Name</b> _____	<b>Nickname</b> _____	<b>Last Name</b> _____
<b>In what language do you feel best able to express yourself?</b> _____		
<b>Date of Birth</b> DD/MM/YYYY ____/____/____	<b>Age</b> _____	<b>Social Security Number</b> _____
		<b>Consent to participate</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE PERSON IS 17 YEARS OF AGE OR LESS, THEN SCORE 1.

**SCORE:**

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**A. History of Housing and Homelessness**

1. Where do you sleep most frequently? (check one)

☐ Shelters☐ Transitional Housing☐ Safe Haven☐ Couch surfing☐ Outdoors☐ Refused☐ Other (specify): \_\_\_\_\_

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

**SCORE:**

2. How long has it been since you lived in permanent stable housing? \_\_\_\_\_

☐ Refused

3. In the last three years, how many times have you been homeless? \_\_\_\_\_

☐ Refused

IF THE PERSON HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

**SCORE:****B. Risks**

4. In the past six months, how many times have you...

a) Received health care at an emergency department/room? \_\_\_\_\_

☐ Refused

b) Taken an ambulance to the hospital? \_\_\_\_\_

☐ Refused

c) Been hospitalized as an inpatient? \_\_\_\_\_

☐ Refused

d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? \_\_\_\_\_

☐ Refused

e) Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? \_\_\_\_\_

☐ Refused

f) Stayed one or more nights in a holding cell, jail, prison or juvenile detention, whether it was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? \_\_\_\_\_

☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

**SCORE:**

5. Have you been attacked or beaten up since you've become homeless? \_\_\_\_\_

☐ Y ☐ N ☐ Refused

6. Have you threatened to or tried to harm yourself or anyone else in the last year? \_\_\_\_\_

☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

**SCORE:**

**NEXT STEP TOOL FOR HOMELESS YOUTH**

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7. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ **Y** ☐ N ☐ Refused

8. Were you ever incarcerated when younger than age 18? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **LEGAL ISSUES**.

**SCORE:**

9. Does anybody force or trick you to do things that you do not want to do? ☐ **Y** ☐ N ☐ Refused

10. Do you ever do things that may be considered to be risky like exchange sex for money, food, drugs, or a place to stay, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **RISK OF EXPLOITATION**.

**SCORE:****C. Socialization & Daily Functioning**

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ **Y** ☐ N ☐ Refused

12. Do you get any money from the government, an inheritance, an allowance, working under the table, a regular job, or anything like that? ☐ Y ☐ **N** ☐ Refused

IF "YES" TO QUESTION 11 OR "NO" TO QUESTION 12, THEN SCORE 1 FOR **MONEY MANAGEMENT**.

**SCORE:**

13. Do you have planned activities, other than just surviving, that make you feel happy and fulfilled? ☐ Y ☐ **N** ☐ Refused

IF "NO," THEN SCORE 1 FOR **MEANINGFUL DAILY ACTIVITY**.

**SCORE:**

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☐ **N** ☐ Refused

IF "NO," THEN SCORE 1 FOR **SELF-CARE**.

**SCORE:**

**NEXT STEP TOOL FOR HOMELESS YOUTH**

SINGLE YOUTH

AMERICAN VERSION 1.0

15. Is your current lack of stable housing...

- a) Because you ran away from your family home, a group home or a foster home? ☐ **Y** ☐ N ☐ Refused
- b) Because of a difference in religious or cultural beliefs from your parents, guardians or caregivers? ☐ **Y** ☐ N ☐ Refused
- c) Because your family or friends caused you to become homeless? ☐ **Y** ☐ N ☐ Refused
- d) Because of conflicts around gender identity or sexual orientation? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **SOCIAL RELATIONSHIPS**.**SCORE:**

- e) Because of violence at home between family members? ☐ **Y** ☐ N ☐ Refused
- f) Because of an unhealthy or abusive relationship, either at home or elsewhere? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **ABUSE/TRAUMA**.**SCORE:****D. Wellness**

16. Have you ever had to leave an apartment, shelter program, or other place you were staying because of your physical health? ☐ **Y** ☐ N ☐ Refused
17. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ **Y** ☐ N ☐ Refused
18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ **Y** ☐ N ☐ Refused
19. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ **Y** ☐ N ☐ Refused
20. When you are sick or not feeling well, do you avoid getting medical help? ☐ **Y** ☐ N ☐ Refused
21. Are you currently pregnant, have you ever been pregnant, or have you ever gotten someone pregnant? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **PHYSICAL HEALTH**.**SCORE:**

**NEXT STEP TOOL FOR HOMELESS YOUTH**

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AMERICAN VERSION 1.0

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ **Y** ☐ N ☐ Refused

23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ **Y** ☐ N ☐ Refused

24. If you've ever used marijuana, did you ever try it at age 12 or younger? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **SUBSTANCE USE**.

**SCORE:**

25. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:

a) A mental health issue or concern? ☐ **Y** ☐ N ☐ Refused

b) A past head injury? ☐ **Y** ☐ N ☐ Refused

c) A learning disability, developmental disability, or other impairment? ☐ **Y** ☐ N ☐ Refused

26. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR **MENTAL HEALTH**.

**SCORE:**

IF THE RESPONENT SCORED 1 FOR **PHYSICAL HEALTH** AND 1 FOR **SUBSTANCE USE** AND 1 FOR **MENTAL HEALTH**, SCORE 1 FOR **TRI-MORBIDITY**.

**SCORE:**

27. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? ☐ **Y** ☐ N ☐ Refused

28. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? ☐ **Y** ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR **MEDICATIONS**.

**SCORE:****Scoring Summary**

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/1	<b>Score: Recommendation:</b> 0-3: no moderate or high intensity services be provided at this time 4-7: assessment for time-limited supports with moderate intensity 8+: assessment for long-term housing with high service intensity
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/5	
D. WELLNESS	/5	
<b>GRAND TOTAL:</b>	/17	

**NEXT STEP TOOL FOR HOMELESS YOUTH**

SINGLE YOUTH

AMERICAN VERSION 1.0

**Follow-Up Questions**

<b>On a regular day, where is it easiest to find you and what time of day is easiest to do so?</b>	place: _____ time: ____ : ____ or
<b>Is there a phone number and/or email where someone can get in touch with you or leave you a message?</b>	phone: (____) _____ - _____ email: _____
<b>Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the youth at some point in the future
- safety planning

**NEXT STEP TOOL FOR HOMELESS YOUTH**

SINGLE YOUTH

AMERICAN VERSION 1.0

## **Appendix A: About the TAY-VI-SPDAT**

The HEARTH Act and federal regulations require communities to have an assessment tool for coordinated entry - and the VI-SPDAT and SPDAT meet these requirements. Many communities have struggled to comply with this requirement, which demands an investment of considerable time, resources and expertise. Others are making it up as they go along, using “gut instincts” in lieu of solid evidence. Communities need practical, evidence-informed tools that enhance their ability to satisfy federal regulations and quickly implement an effective approach to access and assessment. The VI-SPDAT is a first-of-its-kind tool designed to fill this need, helping communities end homelessness in a quick, strategic fashion.

### **The VI-SPDAT**

The VI-SPDAT was initially created by combining the elements of the Vulnerability Index which was created and implemented by Community Solutions broadly in the 100,000 Homes Campaign, and the SPDAT Prescreen Instrument that was part of the Service Prioritization Decision Assistance Tool. The combination of these two instruments was performed through extensive research and development, and testing. The development process included the direct voice of hundreds of persons with lived experience.

The VI-SPDAT examines factors of current vulnerability and future housing stability. It follows the structure of the SPDAT assessment tool, and is informed by the same research backbone that supports the SPDAT - almost 300 peer reviewed published journal articles, government reports, clinical and quasi-clinical assessment tools, and large data sets. The SPDAT has been independently tested, as well as internally reviewed. The data overwhelmingly shows that when the SPDAT is used properly, housing outcomes are better than when no assessment tool is used.

The VI-SPDAT is a triage tool. It highlights areas of higher acuity, thereby helping to inform the type of support and housing intervention that may be most beneficial to improve long term housing outcomes. It also helps inform the order - or priority - in which people should be served. The VI-SPDAT does not make decisions; it informs decisions. The VI-SPDAT provides data that communities, service providers, and people experiencing homelessness can use to help determine the best course of action next.

### **The Youth – Transition Age Youth Tool from CSH**

Released in May 2013, the Corporation for Supportive Housing (CSH) partnered with Dr. Eric Rice, Assistant Professor at the University of Southern California (USC) School of Social Work, to develop a triage tool that targets homeless Transition Age Youth (TAY) for permanent supportive housing. It consists of six items associated with long-term homelessness (five or more years) among transition-aged youth (age 18-24).

### **Version 2 of the VI-SPDAT**

Version 2 builds upon the success of Version 1 of the VI-SPDAT with some refinements. Starting in August 2014, a survey was launched of existing VI-SPDAT users to get their input on what should be amended, improved, or maintained in the tool.

Analysis was completed across all of these responses. Further research was conducted. Questions were tested and refined over several months, again including the direct voice of persons with lived experience and frontline practitioners. Input was also gathered from senior government officials that create policy and programs to help ensure alignment with guidelines and funding requirements.

## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

### The TAY-VI-SPDAT – The Next Step Tool for Homeless Youth

One piece of feedback was the growing concern that youth tended to score lower on the VI-SPDAT, since the Vulnerability Index assesses risk of mortality which is less prevalent among younger populations. So, in version 2 of the VI-SPDAT, OrgCode Consulting, Inc. and Community Solutions joined forces with CSH to combine the best parts of the TAY, the VI, and the SPDAT to create one streamlined triage tool designed specifically for youth aged 24 or younger.

If you are familiar with the VI-SPDAT, you will notice some differences in the TAY-VI-SPDAT compared to VI-SPDAT version 1. Namely:

- it is shorter, usually taking less than 7 minutes to complete;
- subjective elements through observation are now gone, which means the exact same instrument can be used over the phone or in-person;
- medical, substance use, and mental health questions are all refined;
- you can now explicitly see which component of the full SPDAT each VI-SPDAT question links to; and,
- the scoring range is slightly different (Don't worry, we can provide instructions on how these relate to results from Version 1).



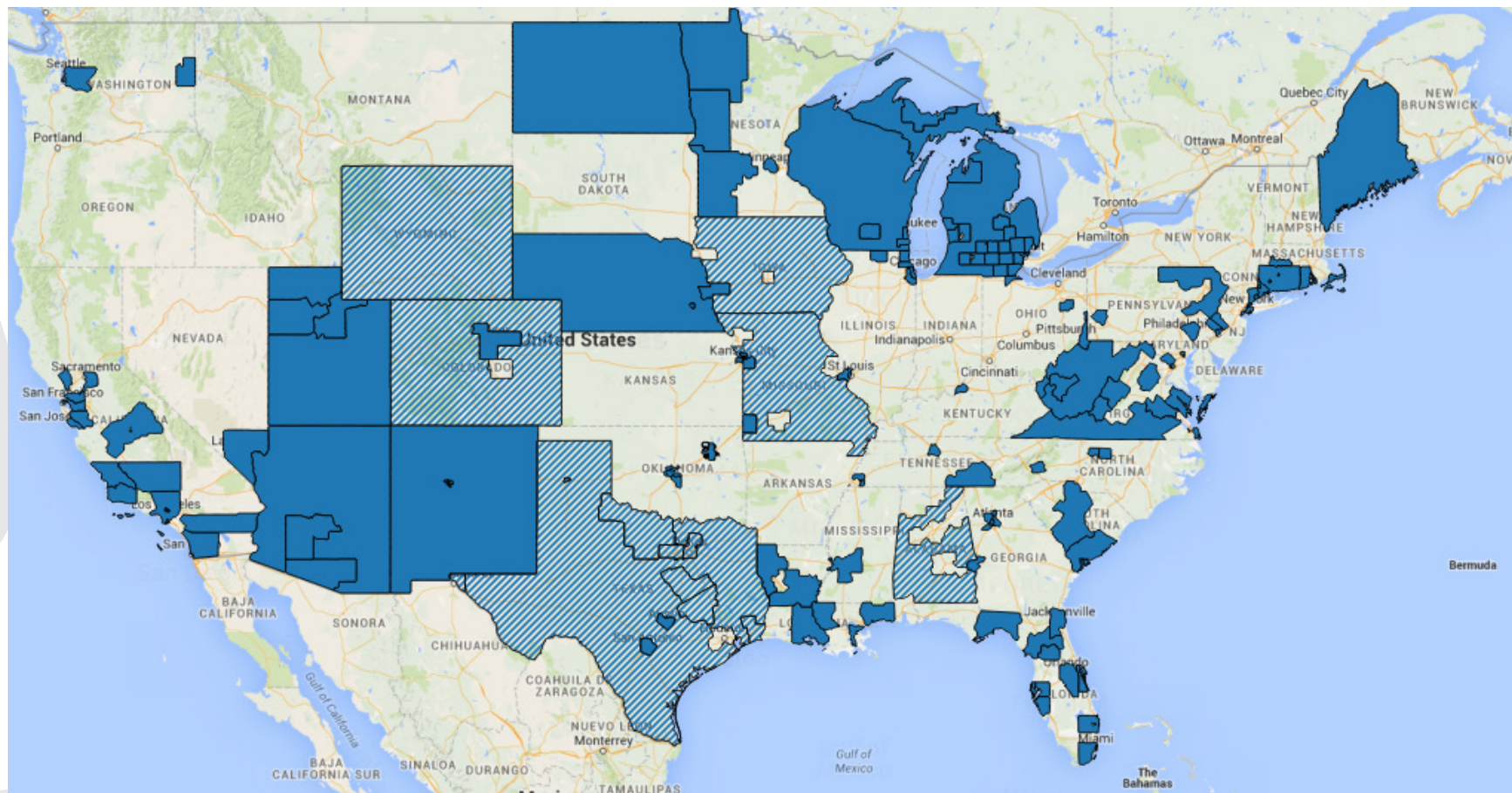
## NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

### Appendix B: Where the VI-SPDAT is being used in the United States

Since the VI-SPDAT is provided completely free of charge, and no training is required, any community is able to use the VI-SPDAT without the explicit permission of Community Solutions or OrgCode Consulting, Inc. As a result, the VI-SPDAT is being used in more communities than we know of. It is also being used in Canada and Australia.



## NEXT STEP TOOL FOR HOMELESS YOUTH

### SINGLE YOUTH

### AMERICAN VERSION 1.0

A partial list of continua of care (CoCs) in the US where we know the VI-SPDAT is being used includes:

#### Alabama

- Parts of Alabama Balance of State

#### Arizona

- Statewide

#### California

- San Jose/Santa Clara City & County
- San Francisco
- Oakland/Alameda County
- Sacramento City & County
- Richmond/Contra Costa County
- Watsonville/Santa Cruz City & County
- Fresno/Madera County
- Napa City & County
- Los Angeles City & County
- San Diego
- Santa Maria/Santa Barbara County
- Bakersfield/Kern County
- Pasadena
- Riverside City & County
- Glendale
- San Luis Obispo County

#### Colorado

- Metropolitan Denver Homeless Initiative
- Parts of Colorado Balance of State

#### Connecticut

- Hartford
- Bridgeport/Stratford/Fairfield
- Connecticut Balance of State
- Norwalk/Fairfield County
- Stamford/Greenwich
- City of Waterbury

#### District of Columbia

- District of Columbia

#### Florida

- Sarasota/Bradenton/Manatee, Sarasota Counties
- Tampa/Hillsborough County
- St. Petersburg/Clearwater/Largo/Pinellas County
- Tallahassee/Leon County
- Orlando/Orange, Osceola, Seminole Counties
- Gainesville/Alachua, Putnam Counties
- Jacksonville-Duval, Clay Counties
- Palm Bay/Melbourne/Brevard County
- Ocala/Marion County
- Miami/Dade County
- West Palm Beach/Palm Beach County

#### Georgia

- Atlanta County
- Fulton County
- Columbus-Muscogee/Russell County
- Marietta/Cobb County
- DeKalb County

#### Hawaii

- Honolulu

#### Illinois

- Rockford/Winnebago, Boone Counties
- Waukegan/North Chicago/Lake County
- Chicago
- Cook County

#### Iowa

- Parts of Iowa Balance of State

#### Kansas

- Kansas City/Wyandotte County

#### Kentucky

- Louisville/Jefferson County

#### Louisiana

- Lafayette/Acadiana
- Shreveport/Bossier/Northwest
- New Orleans/Jefferson Parish
- Baton Rouge
- Alexandria/Central Louisiana CoC

#### Massachusetts

- Cape Cod Islands
- Springfield/Holyoke/Chicopee/Westfield/Hampden County

#### Maryland

- Baltimore City
- Montgomery County

#### Maine

- Statewide

#### Michigan

- Statewide

#### Minnesota

- Minneapolis/Hennepin County
- Northwest Minnesota
- Moorhead/West Central Minnesota
- Southwest Minnesota

#### Missouri

- St. Louis County
- St. Louis City
- Joplin/Jasper, Newton Counties
- Kansas City/Independence/Lee's Summit/Jackson County
- Parts of Missouri Balance of State

#### Mississippi

- Jackson/Rankin, Madison Counties
- Gulf Port/Gulf Coast Regional

#### North Carolina

- Winston Salem/Forsyth County
- Asheville/Buncombe County
- Greensboro/High Point

#### North Dakota

- Statewide

#### Nebraska

- Statewide

#### New Mexico

- Statewide

#### Nevada

- Las Vegas/Clark County

#### New York

- New York City
  - Yonkers/Mount Vernon/New Rochelle/Westchester County
- #### Ohio
- Toledo/Lucas County
  - Canton/Massillon/Alliance/Stark County

#### Oklahoma

- Tulsa City & County/Broken Arrow
- Oklahoma City
- Norman/Cleveland County

#### Pennsylvania

- Philadelphia
- Lower Marion/Norristown/Abington/Montgomery County
- Allentown/Northeast Pennsylvania
- Lancaster City & County
- Bristol/Bensalem/Bucks County
- Pittsburgh/McKeesport/Penn Hills/Allegheny County

#### Rhode Island

- Statewide

#### South Carolina

- Charleston/Low Country
- Columbia/Midlands

#### Tennessee

- Chattanooga/Southeast Tennessee
- Memphis/Shelby County
- Nashville/Davidson County

#### Texas

- San Antonio/Bexar County
- Austin/Travis County
- Dallas City & County/Irving
- Fort Worth/Arlington/Tarrant County
- El Paso City and County
- Waco/McLennan County
- Texas Balance of State
- Amarillo
- Wichita Falls/Wise, Palo Pinto, Wichita, Archer Counties
- Bryan/College Station/Brazos Valley
- Beaumont/Port Arthur/South East Texas

#### Utah

- Statewide

#### Virginia

- Richmond/Henrico, Chesterfield, Hanover Counties
- Roanoke City & County/Salem
- Virginia Beach
- Portsmouth
- Virginia Balance of State
- Arlington County

#### Washington

- Seattle/King County
- Spokane City & County

#### Wisconsin

- Statewide

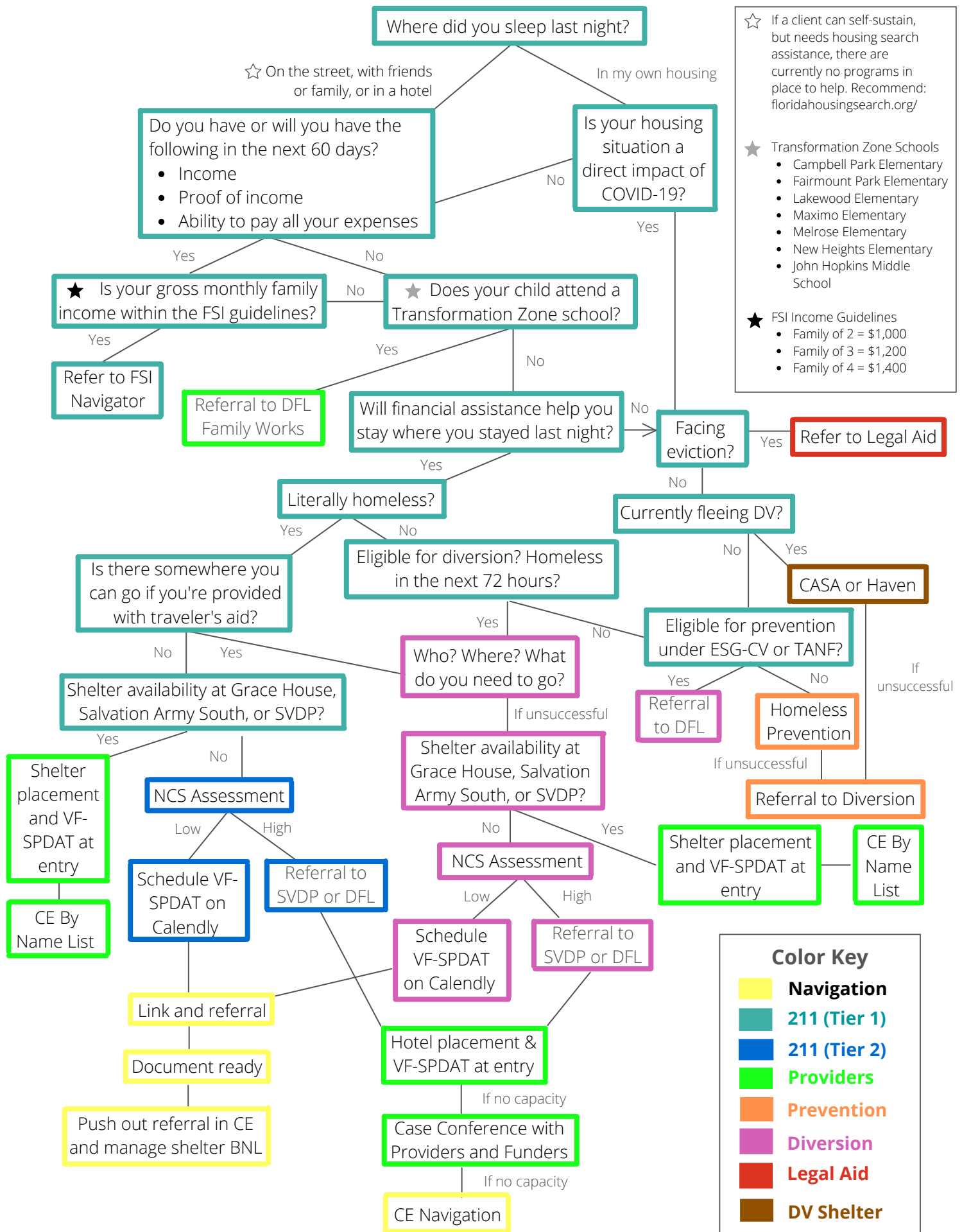
#### West Virginia

- Statewide

#### Wyoming

- Wyoming Statewide is in the process of implementing

# Crisis Flow Chart for Families



**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Notes/Comments
<b>Organizational Structure and Management</b>			
Organization must be a registered 501 (c) 3. An exception to this standard is that the organization has applied for (c) 3 status and has obtained a sponsoring organization who has status, while waiting for its own (c) 3 status to come through IRS.	All	IRS Letter, Fiscal Agent Agreement/MOU	
If fees are collected, they are clearly stated in writing with resident signed acknowledgement.	Shelters	On-site Verification/Observation; Intake Packet; Self-report	
The organization has an organization chart delineating the administrative responsibility of all persons working in the shelter.	Shelters	Self-report, Organization can produce within 3-5 Business Days	
The executive director/CEO is not the chairman of the BOD; but, may be an ex officio (non-voting) member of the BOD. The majority of Board members are independent. Independent for this purpose means non staff member and unrelated familial to staff and other Board members.	All	Self-report, Sunbiz.org, IRS 990	
<b>Statutory Compliance</b>			
The organization has a written policy that prohibits requiring, mandating or improperly influencing religious participation as a prerequisite to receiving agency services.	All	Policy and Procedure Manual	
The organization does not discriminate against anyone by policy, language, or action on the grounds of race, creed, color, age, gender, sexual orientation, gender identity or expression, disability, national origin, familial composition, veterans' status or religious preference. The agency has a written non-discrimination policy that states all of the above.	All	Policy and Procedure Manual	
The organization has a uniform policy that prohibits sexual harassment which is applicable to staff, trustees, volunteers and clients.	All	Policy and Procedure Manual	
The organization has a Drug-Free Workplace Policy that is applicable to all staff and volunteers and which is posted in an area where all employees have access.	All	Policy and Procedure Manual	
The facility is in compliance with applicable provisions of the Americans with Disabilities Act and the Fair Housing Act. There is a written plan for reasonable accommodation of persons with disabilities.	All	Policy and Procedure Manual; On- Site Verification/Observation	

**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Personnel</b>			
The organization has written personnel policies that can be produced on request.	All	Policy and Procedure Manual	
The organization has an employee and volunteer code of conduct that is made available to all new employees and volunteers and can be produced upon request.	All	Volunteer Code of Conduct	
The organization encourages and supports appropriate training for staff professional development.	All	On-site Inspection of Training Logs; staff interviews	
If applicable, the organization has a process for keeping any required licensure of staff and volunteers up to date.	All	On-site Verification/Observation	
The organization has a policy that prohibits conflict of interest and nepotism for staff.	All	Policy and Procedure Manual	
There is an adequate number of paid and/or volunteer program staff and security staff in relation to the number of clients served as required by License Standards, if any.	All	On-site Verification /Observation	
All staff and volunteers are identifiable to clients and visitors.	All	On-site Verification/Observation	
Organization staff has been trained in emergency evacuation, first aid procedures and CPR procedures, and receives on-going in-service training in counseling skills and handling tensions in a non-violent manner.	Shelters and supportive housing	On-site Inspection of Training Logs	
Organization staff and volunteers are trained on continuity of business plan annually prior to the hurricane season.	All	On-site Inspection of Training Logs	
Organization staff and volunteers receive training on relevant community resources, social service programs, client rights, ethics, code of conduct, safety, confidentiality, HIPAA, and ADA.	All	On-site Inspection of Training Logs	
The organization encourages and supports appropriate training for staff professional development. This is to include: <ul style="list-style-type: none"> <li>Serving survivors of domestic violence</li> <li>How to implement equal access to housing in HUD programs regardless of sexual orientation or gender identity</li> <li>Anti-discrimination</li> <li>Confidentiality</li> <li>Data security</li> </ul>	All	On-site Inspection of Training Logs	



Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Personnel</b>			
Staff are trained in harm reduction, motivational interviewing and trauma-informed care.	All	Review of Position Descriptions and Staff Resumes; Review of Training Logs; Staff Interviews	
<b>Fiscal Administration</b>			
The organization maintains a financial management system that is accurate, clear and current and on a monthly basis produces financial statements.	All	Financial Statements are Made Available upon Request	
The organization has written, updated accounting policies and procedures which may be produced upon request.	All	Policy and Procedure	
Does the organization maintain a financial management system that is accurate, clear and current and on a monthly basis produces financial statements?	All	Policy and Procedure	
Does the agency maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of the grant funds?	All	Policy and Procedure	
Does the conflict of interest policy also address organizational conflicts as well as other potential conflicts?	All	Policy and Procedure	
Is the conflict of interest policy followed?	All	Policy and Procedure	
Does a review of selected administrative personnel costs reveal that staff being paid with CoC funds are working on CoC related activities?	All	Policy and Procedure	
Did the agency match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources?	HUD-Funded and DCF Funded Projects	Financial Statements are Made Available upon Request	
Does the agency maintain records of records of the source and use of contributions made to satisfy the match requirement, as well as the grant and fiscal year for which each matching contribution is counted?	HUD-Funded and DCF Funded Projects	Financial Statements are Made Available upon Request	

**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Organization Operations</b>			
The changing needs of homeless people are routinely assessed. The information gathered is used to determine project direction and updates.	All	Review of Staff Minutes; Client Survey; Agency CQI Plan; Policy and Procedures	
The organization effectively collaborates with the system of homeless providers and other community organizations as well as other service providers.	All	Attendance at service providers meetings, records of participation in HLB sponsored activities, review of client files shows collaboration with other providers; Information accurate and current in Pinellas HMIS.	
The organization has written client eligibility criteria consistent with funding requirements appropriate for the target population. The admissions policy, including re-entry policies and procedures are posted.	All	Policy Made Available upon Request, On-site Verification/Observation	
The organization has a cultural competency plan that includes access to translation services for persons with limited English proficiency.	All	Submit upon request; Self-Report	
The organization has written intake and client record keeping procedures and files that include intake interviews and records of services provided.	All	Submit Upon Request; Self-Report	
Client evaluation and feedback are collected, analyzed, available, and used. Clients are encouraged to complete exit surveys.	All	Submit Upon Request	
Hours of operation and service availability are established and maintained to accommodate the needs of clients and are made known to clients.	All	Staff Interviews; On-site Verification/Observation	
The organization has policies and procedures in place designed to identify sex offenders who are subject to community notification requirements at intake and these policies and procedures are adhered to.	Shelters	Policy and Procedure Manual; Staff and Client Interviews	
The organization has policies and procedures that are evaluated regularly to measure effectiveness and recommendations for improvements are duly considered. The policy should address how often this occurs.	All	Staff Interviews; Review of Staff and Board Minutes.	

**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Client Rights</b>			
If the organization holds funds or possessions on behalf of clients, the organization has a written policy describing how and when the funds or possessions shall be promptly returned upon the client's request. The organization has records of accountability for any money management/payee projects; clients' funds or possessions turned over to the project for safekeeping.	All	Policy and Procedure Manual	
The organization prohibits possession and the use of alcohol or illegal drugs on site and the possession of weapons on site and has written policy to that effect.	Shelters and Supportive Housing	On-site Verification; Review of Client Files	
The organization has written policies for intake procedures and criteria for admitting people to the shelter.	Shelters	Policy and Procedure Manual	
At the time of intake, the appropriate staff member shall review with facility residents the following: project rules and guidelines. Re-release of information, confidentiality, privacy, data collection and HIPPA rules, which receipt of this information, is immediately acknowledged in writing by the residents.	Shelters and Supportive Housing	Policy and Procedure Manual; Review of Client Files; Staff and Client Interviews	
The organization provides all residents with, and posts in a conspicuous place, a copy of house rules and regulations, and a copy of the disciplinary and grievance procedures. Receipt of this policy is acknowledged in writing by the residents.	Shelters	On-site Verification/Observation; Review of Client Files; Client and Staff Interviews	
The organization refers people to the appropriate shelter agency or referral service if they cannot provide shelter or a needed service.	Shelters	On-site Verification/Observation; PINELLAS HMIS Client Data	



**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Client Rights</b>			
The organization has provisions for storing, refrigerating, securing and retrieving residents' medication (if applicable). There is a policy and procedure which outlines how prescribed and over the counter medications is handled and addressed. A medication log is maintained and updated by staff as client medications are distributed (if applicable).	Shelters	Policy and Procedure Manual; On-site Verification/Observation; Review of Medication Log.	
The organization refers residents to a medical facility or clinic for needed health examinations and medical care, emergency treatment, and follow-up visits.	Shelters	On-site Interviews with Staff and Clients	
The organization has a written document outlining clients' rights which is posted, read and otherwise made known to clients upon admission, with accommodation for literacy and language barriers. Upon intake, all clients receive a copy of the clients' rights document which includes instructions for grievances and appeals and identifies the agency clients' rights officer (if applicable).	All	On-site Verification/Observation; Review of Client Files; Staff and Client Interviews.	
Children and youth have access to public education and receive assistance exercising their rights as protected by federal and state laws regarding requirements for enrollment in school.	Shelters	Client Interviews; Policy and Procedure Manual; Client Files	
The organization has a written, posted policy for consent or non-consent to searches and clients are verbally informed of the policy and receive the policy in writing.	Shelters	Policy and Procedure Manual; Review of Client Files; Staff and Client interviews	
The organization has a written plan and process for reporting child and elder abuse.	All	Policy and Procedure Manual; Interviews with Staff	
The organization has posted their written policy for privacy, data collection and client confidentiality.	Shelters	Policy and Procedure Manual; On-site Verification/Observation	
The organization has a designated space for locking and securing client files in order to ensure client confidentiality.	All	On-site Verification/Observation; Staff Interviews	
Offenders must be allowed to attend all meetings designated by the supervising probation officer.	Shelters	Policy and Procedure Manual; Staff and Client Interviews; Review of Client Files	
If applicable, the organization informs clients, in writing, at entry if they offer religious, support group, or other group activities as a part of the project.	Shelters	Review of Client Files; Staff and Client Interviews	
Shelter clients may use the shelter as a legal residence for the purpose of voter registration.	Shelters	Staff and Client Interviews	
<b>Services Planning</b>			
Project staff develops case plans and/or housing support plans with clients based on the client assessment and needs and input from the client. The organization has a policy which insures this plan assists clients toward self-sufficiency.	All	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures	

**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Data Collection</b>			
The facility enters data into the Pinellas HMIS unless prohibited by confidentiality laws or accepted standards.	All	Pinellas HMIS Reports	
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.	All	Pinellas HMIS Reports	
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.	All	Pinellas HMIS Reports	
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.	All	Review of Staff Personnel Files	
<b>Housing First</b>			
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 project, use of alcohol or drugs in and of itself (without other lease violations) is not considered a reason for eviction.	Shelters. Transitional Housing, RRH and Permanent Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
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."	Shelters. Transitional Housing, RRH and Permanent Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
Housing accepts referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response system frequented by vulnerable people experiencing homelessness.	Shelters. Transitional Housing, RRH and Permanent Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
Very low no barriers to continuing shelter. There are policies in place to avoid termination from the project.	Emergency Shelters, Transitional Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
Support services are voluntary; participant choice.	Shelters. Transitional Housing, RRH and Permanent Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	

**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Housing First</b>			
Supportive services emphasize engagement and problem-solving over therapeutic goals. Services plans are highly tenant-driven without predetermined goals. Participation in services or project compliance is not a condition of permanent housing tenancy, but Rapid re-housing projects may require case management as condition of receiving rental assistance.	Shelters. Transitional Housing, RRH and Permanent Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
All activities focused on moving client to PH; participants have Housing Plan, not Services Plan.	Emergency Shelters, Transitional Housing	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
<b>Facility Standards</b>			
For facility-based projects with clients, the organization complies with all applicable building, housing, zoning environmental, fire, health, safety, and life safety codes and fair housing laws.	Shelters and Supportive Housing	On-site Verification/Observation	
The organization has available and accessible, at all times, first aid equipment and supplies, and has established and posted procedures and emergency contact numbers for medical and other emergencies.	Shelters and Supportive Housing	On-site Verification/Observation	
A bed, crib, cot or a mat with clean and appropriate linens and bedding is provided for each client except in extenuating overflow situations.	Shelters	On-site Verification/Observation; Staff and Client Interviews	
In congregate facilities restrooms should have an adequate number of showers and toilets for the number of clients housed in the facility.	Shelters and Supportive Housing	On-site Verification/Observation	
The general appearance of the building is well maintained. Facilities are in good repair. Windows and doors operate properly and are not broken and can be secured properly.	Shelters and Supportive Housing	On-site Verification/Observation	
The facility has heating units for winter and the ability to create airflow in hot weather.	Shelters and Supportive Housing	On-site Verification/Observation	

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Facility Standards</b>			
The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.	Shelters	On-site Verification/Observation	
The facility must be kept in a safe and sanitary condition. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.	Shelters and Supportive Housing	On-site Verification/Observation	
There is a fire and disaster safety plan and a hurricane evacuation plan if the facility is located in an evacuation zone. The shelter has regular fire drills.	Shelters & Supportive Housing	Fire and Safety Plan; On-site Verification/Observation	
In facilities housing children, testing for lead has been done and necessary remediation has taken place in accordance with applicable law (N.A. for buildings constructed after 1978).	Shelters, Rapid-Rehousing & Supportive Housing	Review of Agency Records	
The shelter has established written protocols to guide staff actions and project services regarding injury and disease prevention within the shelter setting. At a minimum, the shelter maintains up-to-date statements on its policies regarding HIV/AIDS, mandatory implementation of universal precautions, and control of tuberculosis and blood borne pathogens as per the Department of Public Health guidelines.	Shelters	Policy and Procedure Manual; Staff Interviews	
The shelter has made adequate provisions for the sanitary storage and preparation of any food provided. Food preparation areas, if any, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.	Shelters	On-site verification	
The shelter has a security plan to deter theft and resident harm.	Shelters	Review of Security Plan	
There must be at least one working smoke detector in each occupied unit of the shelter. When possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of a fire or other emergency.	Shelters	On-site Verification/Observation of Logged Records	

**Minimum Standards for HLA 'Approved' Service Providers**

Minimum Standards	Type of Provider	Method of Monitoring	Comments/Remarks
<b>Rapid Re-Housing Components</b>			
Assistance is offered without preconditions (such as employment, income, absence of criminal record or sobriety).	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
There is a process/system is in place to recruit landlords to provide housing opportunities. Project 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?	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
There is a process/system is in place to address potential barriers to landlord participation such as concern about short-term nature of rental assistance and tenant qualifications.	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
There is a process/system is 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.	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
The project has written policies and procedures for landlord recruitment activities, including screening our potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
The project has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant. These guidelines are flexible enough to respond top varied and changing needs of project participants, including participants with zero income.	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	
There is a system/process in place to track the individuals and/or families to ensure they are permanently housed 12 months after they have been rapidly re-housed.	RRH	Review of Client Files; Staff and Client Interviews; Review of Policy and Procedures and Standard Operating Procedures	

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 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.

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and the business associate named on the signature page hereof (hereinafter referred to as BUSINESS ASSOCIATE) (each hereinafter referred to as PARTY and collectively hereinafter referred to as the PARTIES) on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**WHEREAS**, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, COVERED ENTITY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under (hereinafter referred to as HIPAA), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires COVERED ENTITY to enter into a contract with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

**WHEREAS**, as a result of the requirements of the Health Information Technology for Economic and Clinical Health Act (hereinafter referred to as HITECH ACT), as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (hereinafter referred to as SECRETARY), all as amended from time to time, the PARTIES agree to this AGREEMENT in order to document the PARTIES' obligations under the HITECH ACT.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

### **ARTICLE I DEFINITIONS**

1.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean

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1.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County by and through its Department of Human Services.

1.3 “Disclose” and “Disclosure” shall mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside BUSINESS ASSOCIATE’s internal operations or to other than its employees.

1.4 “Health Information” shall mean information that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or is created by BUSINESS ASSOCIATE, or is made accessible to BUSINESS ASSOCIATE by COVERED ENTITY.

1.5 “HIPAA Rules”. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 “Privacy Regulations” shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 “Services” shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 “Underlying Agreement” shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE, if any.

1.9 “Use” or “Uses” shall mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within BUSINESS ASSOCIATE’s internal operations.

1.10 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement.

## **ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this AGREEMENT or the agreement to which it is appended.

2.2 Obligations and Activities of Business Associate. Business Associate agrees to:



- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to covered entity any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- e. Make available protected health information in a designated record set to the COVERED ENTITY as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528.
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.3 Permitted Uses and Disclosures of Health Information. BUSINESS ASSOCIATE is authorized to:

- a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY provided that COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH ACT, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the SECRETARY issues guidance on what constitutes “minimum necessary” for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities; provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316.

c. Be in compliance with all requirements of the HITECH ACT related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). BUSINESS ASSOCIATE shall comply with all requirements of the HITECH ACT related to privacy and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH ACT; and
- 3) Document and retain its findings under clauses 1) and 2) of this Section.

b. BUSINESS ASSOCIATE shall notify COVERED ENTITY of all suspected breaches within five (5) business days of discovery. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within three (3) days of the date BUSINESS ASSOCIATE discovers and determines that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon discovering a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by

through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, it's written notice shall include the information required by 45 CFR §164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH ACT with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the SECRETARY and, if applicable, the media, as required by the HITECH ACT.

g. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books and records relating to the use and disclosure of Health Information available to the SECRETARY, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. If COVERED ENTITY is required to comply with a restriction on the disclosure of PHI pursuant to Section 13405 of the HITECH ACT, then COVERED ENTITY shall, to the extent needed to comply with such restriction, provide written notice to BUSINESS ASSOCIATE of the name of the individual requesting the restriction and the PHI affected thereby. BUSINESS ASSOCIATE shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

2.10 Accounting of Disclosures. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE shall:

a. Provide to COVERED ENTITY an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.10, BUSINESS ASSOCIATE

shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH ACT.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH ACT.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY; BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH ACT.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an

Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR § 164.524, as amended by the HITECH ACT.

2.13 Limitations on Use of PHI for Marketing Purposes.

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

- 1) Complies with the requirements the definition of marketing contained in 45 CFR § 164.501; and
- 2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH ACT.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III  
TERM AND TERMINATION**

3.1 Term. Subject to the provisions of Sections 3.2 and 3.3, the term of this AGREEMENT shall be the term of the Underlying Agreement.

3.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

- 1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and
- 2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and
- 3) Report the breach or violation to the SECRETARY if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH ACT and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health Information that the COVERED ENTITY, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH ACT.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health Information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE: (a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

## **ARTICLE IV MISCELLANEOUS**

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all damages, losses, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) and all liability to third parties arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH ACT and other applicable laws relating to the security or confidentiality of Health Information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT or other applicable laws.

4.3 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.4 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.5 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.6 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.7 No Third Party Beneficiaries. There are no third party beneficiaries to this AGREEMENT.

4.8 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.



4.9 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to COVERED ENTITY:

Abigail Stanton, HIPAA Privacy Officer  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

4.10 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. 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 courts located in or nearest to Pinellas County, Florida.

4.11 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH ACT.

**IN WITNESS WHEREOF,** each of the undersigned has caused this AGREEMENT to be duly executed in its name and on its behalf effective as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

**COVERED ENTITY:**

Pinellas County Human Services

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY**

By: \_\_\_\_\_  
Assistant County Attorney

## PATIENT AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION

Client Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ MR#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

I understand that my records are protected under the federal and state regulations governing the confidentiality and privacy of medical records and protected alcohol and drug abuse health information under 42 CFR, Part 2 and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164 and cannot be disclosed without my written authorization unless otherwise provided for by the regulations.

**I hereby authorize any of the parties designated below to communicate with one another through disclosure, receipt, and use of my confidential information for purposes of evaluating my need, coordinating, and/or providing services to me.**

**AUTHORIZED PARTIES (CLIENT INITIALS ALL THAT APPLY)**

\_\_\_ Catholic Charities Attention To: \_\_\_\_\_

\_\_\_ Goodwill Attention To: \_\_\_\_\_

\_\_\_ Homeless Leadership Board Attention To: \_\_\_\_\_

\_\_\_ Salvation Army Attention To: \_\_\_\_\_

\_\_\_ St Pete Housing Authority Attention To: \_\_\_\_\_

\_\_\_ Vincent House Attention To: \_\_\_\_\_

\_\_\_ 211 Tampa Bay Cares Attention To: \_\_\_\_\_

\_\_\_ Central Florida Behavioral Health Network Attention To: \_\_\_\_\_

\_\_\_ Juvenile Welfare Board Attention To: \_\_\_\_\_

\_\_\_ Mental Health Resource Center Attention To: \_\_\_\_\_

\_\_\_ National Alliance on Mental Illness Attention To: \_\_\_\_\_

\_\_\_ Department of Corrections Attention To: \_\_\_\_\_

\_\_\_ Office of Public Defender Attention To: \_\_\_\_\_

\_\_\_ Clearwater Police Department Attention To: \_\_\_\_\_

\_\_\_ Pinellas County Sheriff's Office Attention To: \_\_\_\_\_

\_\_\_ St. Petersburg Police Department Attention To: \_\_\_\_\_

\_\_\_ Boley Centers Attention To: \_\_\_\_\_

\_\_\_ Directions for Living Attention To: \_\_\_\_\_

\_\_\_ Gulfcoast Jewish Family and Community Services Attention To: \_\_\_\_\_

\_\_\_ Operation PAR Attention To: \_\_\_\_\_

\_\_\_ Personal Enrichment through Mental Health Services Attention To: \_\_\_\_\_

\_\_\_ Suncoast Center Inc. Attention To: \_\_\_\_\_

\_\_\_ Tampa Crossroads Attention To: \_\_\_\_\_

\_\_\_ Westcare Attention To: \_\_\_\_\_

\_\_\_ Windmoor Attention To: \_\_\_\_\_

\_\_\_ Baycare Health System Attention To: \_\_\_\_\_

\_\_\_ Bay Pines VA Attention To: \_\_\_\_\_

\_\_\_ HCA Largo Medical Center Attention To: \_\_\_\_\_

\_\_\_ Pinellas County Human Services Attention To: \_\_\_\_\_

\_\_\_ Pinellas County Public Schools Attention To: \_\_\_\_\_

\_\_\_ Florida Department of Juvenile Justice Attention To: \_\_\_\_\_

\_\_\_ Florida Center for Health Information and Transparency, Florida Agency for Health Care Administration  
To: \_\_\_\_\_

\_\_\_ Other [specify] \_\_\_\_\_

**The nature and amount of information that may be disclosed, received and/or used by the parties pursuant to this authorization is as follows:**

- \_\_\_ My identity as an applicant for, or recipient of treatment services  
\_\_\_ Psychosocial Assessment  
\_\_\_ Treatment Plans  
\_\_\_ Psychiatric Evaluation, Diagnosis, Medication Management Notes  
\_\_\_ Psychotherapy Progress Notes  
\_\_\_ Lab Results  
\_\_\_ Attendance and Compliance Records  
\_\_\_ Date and Status of Discharge  
\_\_\_ Other [specify] \_\_\_\_\_

I understand that the information in my health record may include information relating to sexually transmitted disease, acquired or mental health services, and treatment of alcohol or drug abuse.

**State and federal law protect the following information. If this information applies to you, please indicate if you would like this information released/obtained:**

Alcohol, Drug, or Substance Abuse Records \_\_\_ Yes \_\_\_ No  
HIV Testing and Results \_\_\_ Yes \_\_\_ No  
Genetic Records \_\_\_ Yes \_\_\_ No

**Purpose for requesting information:** \_\_\_ Legal \_\_\_ Insurance \_\_\_ Personal \_\_\_ Continuation of Care

**Disclosure Format (Paper is default if not marked):** \_\_\_ US Mail \_\_\_ Fax \_\_\_ E-mail \_\_\_ Electronic

**By signing this authorization form, I understand that:**

- My records are in privileged and confidential status, I am waiving that status for the purpose contained within this authorization.
- Requests for copies of medical records are subject to reproduction fees in accordance with federal/state regulations.
- I have the right to revoke this authorization at any time. Revocation must be made in writing and presented or mailed to the Health Information Management Department at the following address: 4024 Central Avenue, St. Petersburg, FL 33711. Revocation will not apply to information that has already been disclosed in response to this authorization.
- Unless otherwise revoked, this authorization will expire on the following date/event/condition: \_\_\_\_\_. If I fail to specify an expiration date/event/condition, this authorization will expire one year from the date signed.
- I understand that I might be denied services if I refuse to consent to a disclosure for purposes of treatment, payment or health care operations if permitted by state law. I will not be denied services if I refuse to consent to a disclosure for other purposes.
- Any disclosure of information carries with it the potential for unauthorized redisclosure, and the information may not be protected by federal confidentiality rules.

Patient or Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Relationship to Patient (if applicable) \_\_\_\_\_  
(Legal papers must accompany release) (If patient is a minor and unable to sign)

**TO BE VALID THIS FORM MUST BE FILLED OUT COMPLETELY**



**Agreement Modification Request**  
 Human Services and Justice Coordination

*For budget reallocation or minor agreement language modifications.*

<b>Authorized Official:</b>	<b>Date of Request:</b>
<b>Agency Name:</b>	<b>Effective Date:</b>
<b>Program Name:</b>	<b>Modification Number:</b>

**A. REQUESTED MODIFICATION:** Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

**B. BUDGET MODIFICATION:** Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
Contract Total:					

<b>Agency Authorized Signature:</b>		<b>Date:</b>
<b>Name &amp; Title:</b>		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
<b>PROJECT MANAGER</b> certifies this modification is line with the Contract Scope and Budget:	n/a no additional project manager	<b>Date</b>
Approval <b>GRANT/CONTACT MANAGER</b>		<b>Date</b>
Approval <b>CONTRACTS DIVISION DIRECTOR</b>		<b>Date</b>
Approval <b>HUMAN SERVICES DEPARTMENT DIRECTOR</b>		<b>Date</b>

ATTACHMENT 7  
**FY21-22 Annual Budget Report**  
Human Services and Justice Coordination



Agency Name:	_____	Total Agency Budget:	_____	
Contact Person and Title:	_____	Total Program Budget:	_____	
Agency Remit Address	_____		Phone:	_____
Program Name:	_____			

CATEGORY	TOTAL ALLOCATION	Approx. FTE Quantity
<b><u>PERSONNEL EXPENSES</u></b>		
1 _____	\$ _____	_____
2 _____	\$ _____	_____
3 _____	\$ _____	_____
4 _____	\$ _____	_____
5 _____	\$ _____	_____
6 _____	\$ _____	_____
7 _____	\$ _____	_____
8 _____	\$ _____	_____
9 _____	\$ _____	_____
Personnel Expenses TOTAL:	\$ _____	_____

INSTRUCTIONS: For personnel expenses, please select employee position from the drop down menu for staff that are funded in part or whole by County Dollars. Then, enter the total allocation to each staff type, including fringe. Lastly, select the full-time equivalent (FTE) for each position type. If you intend to invoice benefits/fringe as a separate, then please list them separately here.

<b><u>OPERATIONAL EXPENSES</u></b>	
10 _____	\$ _____
11 _____	\$ _____
12 _____	\$ _____
13 _____	\$ _____
14 _____	\$ _____
15 _____	\$ _____
16 _____	\$ _____
17 _____	\$ _____
18 _____	\$ _____
19 _____	\$ _____
20 _____	\$ _____
21 _____	\$ _____
22 _____	\$ _____
Operational Expenses TOTAL:	\$ _____

INSTRUCTIONS: Operational expenses include any expenses other than employee/staff salaries and fringe. Administrative costs should be allocated among the categories provided. If any agency cost does not fit into the categories provided, please select "Other" and explain the costs in the Budget Narrative. Descriptions and examples of each category are provided in the Budget Narrative.

Prepared By:
Date:
Phone Number:
Email:
Approved by:
Signature:
Remarks:

PROGRAM TOTAL: \$ -

**HUMAN SERVICES OFFICE USE ONLY (Revised 9-10-18):**

Legistar ID#: \_\_\_\_\_

DATE: \_\_\_\_\_

Funding Source: \_\_\_\_\_

CONTRACT APPROVAL: \_\_\_\_\_

FY 21-22 Operational Narrative				
Category		Line Item	Amount	Narrative
Example				
11	Operational Expense	Professional Fees/Licenses	\$4,000	\$2000 contracted accountant for monthly accounting through OneSource, Inc., which includes accounts receiveable, payable, and account balancing. \$1500 for Payroll Processing through Paychex and \$500 for National Accreditation Membership.
1	Personnel Expense			
2	Personnel Expense			
3	Personnel Expense			
4	Personnel Expense			
5	Personnel Expense			
6	Personnel Expense			
7	Personnel Expense			
8	Personnel Expense			
9	Personnel Expense			
10	Operational Expense			
11	Operational Expense			
12	Operational Expense			
13	Operational Expense			
14	Operational Expense			
15	Operational Expense			
16	Operational Expense			
17	Operational Expense			
18	Operational Expense			
19	Operational Expense			
20	Operational Expense			
21	Operational Expense			
22	Operational Expense			

<b>PERSONNEL</b>	Positions paid by Pinellas County
	This category includes much of the staff that will provide specific direct service to clients, such as Street Outreach workers, Case Managers, Navigators, Call Center Staff.
Case Manager/Outreach	
Director/CEO	Includes upper level management of an Agency.
Administrative Support	Includes administrative staff and office specialists, front desk staff, secretaries, bookkeepers, etc.
Program Manager/Supervisor	Includes managers and supervisors of programs and/or managers of other staff.
General Staff	Includes other staff such as program analysts, food servers/preparers, TBIN or data entry or analysts.

<b>OPERATIONS</b>	
	Direct services includes costs of actual goods and services provided to clients. Items in this category may include: bus passes, clothing, prescriptions, groceries/toiletries purchased for an individual client, furniture, client education or licensing expenses, childcare, etc.
Direct Services	
Food	This category includes food that is served on a larger scale, including warm meals served at a shelter or agency, delivered meals, or take-home bagged groceries regularly provided by an agency.
Utilities	Utilities includes water, electric, gas, sewer, etc. expenses for administrative offices and/or housing and residences for clients.
Communications	This category includes telephone services such as mobile, land line, fax, internet services, messengers, web fees, etc.
Professional Fees	This category includes costs associated with contracted professionals such as auditors, accountants, tax professionals, legal counsel, payroll companies, and
Repairs/Maintenance	Repairs/Maintenance refers to the cost of goods and services incurred to maintain shelter, housing, residences, administrative office space, land, or other valuable physical assets used by the organization in carrying out the program activity.
Supplies/Equipment	Supplies and equipment will include office supplies and equipment such as computers, printers, paper, etc.
Rent/Lease/Mortgage	Costs associated with real estate occupancy and/or agency vehicles.
Insurance	Professional, liability, auto, and/or workers' compensation insurance.
Transportation	Mileage and transportation costs associated with the program services.
Training/Development	Expenses for employee training, conferences, seminars, and associated costs such as airfare, hotel, other staff development costs, and professional licenses such as CDL, LCSW, etc.
Other	Other costs must be described in the Budget Narrative and approved prior to expenditure.