

# Emergency Solutions Grant

## Policy and Procedure Manual

Utah Office of Homeless Services  
Department of Workforce Services



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## Table of Contents

<b>SECTION 1: INTRODUCTION</b> .....	<b>4</b>
<i>Description</i> .....	4
<i>Purpose</i> .....	4
<i>Definitions</i> .....	4
<b>SECTION 2: GENERAL REQUIREMENTS</b> .....	<b>8</b>
<i>Eligible Components and Activities</i> .....	8
<i>General Provisions</i> .....	9
<i>Subrecipient Requirements</i> .....	9
<b>SECTION 3: ELIGIBLE COMPONENTS</b> .....	<b>11</b>
<b>Street Outreach Component</b> .....	<b>11</b>
<i>General</i> .....	12
<i>Eligible Activities and Costs</i> .....	13
<i>Evaluation</i> .....	13
<i>Eligibility</i> .....	14
<i>Minimum Period of Use</i> .....	14
<i>Maintenance of Effort</i> .....	14
<b>Emergency Shelter Component</b> .....	<b>14</b>
<i>General</i> .....	14
<i>Eligible Activities and Costs</i> .....	15
<i>Evaluation</i> .....	18
<i>Eligibility</i> .....	19
<i>Requirements</i> .....	19
<i>Minimum Standards</i> .....	19
<i>Minimum Period of Use</i> .....	20
<i>Maintenance of Effort</i> .....	21
<b>Homeless Prevention Component</b> .....	<b>21</b>
<i>General</i> .....	21
<i>Eligible Activities and Costs</i> .....	21
<i>Evaluation</i> .....	21
<i>Eligibility</i> .....	22
<i>Short- and Medium-term Rental Assistance</i> .....	23
<i>Housing Relocation and Stabilization Services</i> .....	25
<i>Minimum Standards</i> .....	27
<i>Minimum Period of Use</i> .....	28
<i>Maintenance of Effort</i> .....	29

	<b>Rapid Re-housing Component</b> .....	<b>29</b>
	<i>General</i> .....	29
	<i>Eligible Activities and Costs</i> .....	29
	<i>Evaluation</i> .....	29
	<i>Eligibility</i> .....	30
	<i>Short- and Medium-term Rental Assistance</i> .....	30
	<i>Housing Relocation and Stabilization Services</i> .....	33
	<i>Minimum Period of Use</i> .....	35
	<i>Maintenance of Effort</i> .....	36
	<b>Homeless Management Information System Component</b> .....	<b>36</b>
<i>General</i> .....	36	
<i>Eligible Activities and Costs</i> .....	36	
<b>Administration Activities Component</b> .....	<b>37</b>	
<i>General</i> .....	37	
<i>Eligible Activities and Costs</i> .....	37	
	<b>SECTION 4: INDIRECT COSTS</b> .....	<b>38</b>
	<i>General</i> .....	38
	<i>Allocation</i> .....	38
	<i>Expenditure Limits</i> .....	38
	<b>SECTION 5: MATCHING FUNDS</b> .....	<b>39</b>
	<i>General</i> .....	39
	<b>SECTION 6: OBLIGATION, EXPENDITURE, AND PAYMENT REQUIREMENTS</b> .....	<b>39</b>
	<i>Obligation of Funds</i> .....	39
	<i>Expenditures</i> .....	39
	<i>Payments to Subrecipients</i> .....	39
	<i>Sanctions</i> .....	39
	<i>Financial Management Requirements</i> .....	40
<i>Audit Requirements for Non-Profit Organizations</i> .....	40	
	<b>SECTION 7: RECIPIENT AND SUBRECIPIENT OVERARCHING OBLIGATIONS</b> .....	<b>40</b>
	<i>Conflict of Interest</i> .....	40
	<i>Anti-Discrimination Standards</i> .....	41
	<i>Housing and Labor Standards</i> .....	41
	<b>SECTION 8: REPORTING AND MONITORING</b> .....	<b>42</b>
	<i>Reporting</i> .....	42
	<i>Project Monitoring and Technical Assistance</i> .....	42
	<b>REFERENCES</b> .....	<b>43</b>
	<b>APPENDICES</b> .....	<b>44</b>

## Section 1: Introduction

### A. Description

The purpose of the Emergency Solutions Grant (ESG) is to *provide funding to serve the needs of individuals and families experiencing homelessness*. ESG funds are used to achieve the following objectives.

- Provide essential services to shelter residents
- Help operate shelters
- Improve the quality and quantity of Emergency Shelters for individuals and families experiencing homelessness
- Engage those experiencing homelessness
- Rapidly rehouse individuals and families who are experiencing homelessness
- Prevent individuals and families from becoming homeless

Units of general-purpose local government and/or private nonprofit organizations are eligible to apply for ESG funding.

### B. Purpose

This document is designed to assist with implementing the ESG and is to be used as a *reference* for all agencies responsible for the administration of ESG initiatives and funds they receive from the State of Utah Department of Workforce Services (DWS), Office of Homeless Services (OHS). All agencies must disseminate pertinent information and ensure that their staff and partner agencies are aware of, understand, and comply with the guidelines in this document.

The purpose of this document is to highlight and emphasize grant requirements. Subrecipients *must* always refer to the Housing and Urban Development (HUD) ESG regulations for more in-depth and updated information. More information can be found by navigating to the below resources.

- The HUD Homeless Resource Exchange: <https://www.hudexchange.info/programs/esg/>
- 24 CFR 576: <https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-576>
- 2 CFR 200: <https://www.ecfr.gov/current/title-24/subtitle-B/chapter-II/subchapter-A/part-200>

### C. Definitions

#### At-Risk of Homelessness:

1. *Category 1- Individuals and Families:* An individual or family who:
  - i. Has an annual income below 30 percent of the median family income for the area, as determined by HUD;
  - ii. Does not have sufficient resources or networks (e.g., family, friends, faith-based or other social networks) that are immediately available to prevent them from moving to an Emergency Shelter or another place described in section i. of the “homeless” definition in this section; and
  - iii. Meets one of the following conditions:
    - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for Homelessness Prevention assistance;
    - b. Is living in the home of another because of economic hardship;
    - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of the application for assistance;

- d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals;
  - e. Lives in a single-room occupancy or efficiency apartment unit in which there resides more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
  - f. Is exiting a publicly funded institution, or system of care (e.g., health-care facility, mental health facility, foster care or another youth facility, or correction program or institution); or
  - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
2. *Category 2- Unaccompanied Children and Youth:*
- i. A child or youth who does not qualify as “homeless” under this section, but qualifies as homeless under one of the following:
    - a. Section 387 (3) of the Runaway and Homeless Youth Act [(42 U.S.C. 5732a (3))],
    - b. Section 637 (11) of the Head Start Act [42 U.S.C. 9832 (11)],
    - c. Section 41403 (6) of the Violence Against Women Act of 1994 [42 U.S.C. 14043e-2 (6)],
    - d. Section 330 (h)(5)(A) of the Public Health Service Act [42 U.S.C. 254b (h)(5)(A)],
    - e. Section 3 (m) of the Food and Nutrition Act of 2008 [7 U.S.C. 2012 (m)],
    - f. Section 17 (b)(15) of the Child Nutrition Act of 1966 [42 U.S.C. 1786 (b)(15)];
 or
3. *Category 3- Families with Children and Youth:* A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725 (2) of the McKinney-Vento Homeless Assistance Act [42 U.S.C. 11434a (2)] and the parent(s) or guardian(s) of that child or youth is living with them.

**Chronic Homelessness:** An unaccompanied homeless individual (persons 18 years or older) with a disabling condition who has either been continuously homeless for a year or more *or* has had at least four separate occasions of homelessness in the past three years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation (e.g., living on the streets) or in an Emergency Shelter/Safe Haven during that time. Persons under the age of 18 are not counted as chronically homeless.

**Consolidated Plan:** A plan prepared in accordance with 24 CFR 91. An approved consolidated plan means a consolidated plan that has been approved by the HUD in accordance with 24 CFR 91.

**Continuum of Care (CoC):** A regional or local planning body that coordinates housing and service funding for families and individuals experiencing homelessness.

**Disabling Condition:** An individual who has at least one of the following:

- 1. A physical, mental, or emotional impairment, including an impairment caused by alcohol or drug misuse, post-traumatic stress disorder, or brain injury that:
  - i. Is expected to be long-continuing or of indefinite duration,
  - ii. Substantially impedes the individual’s ability to live independently, and
  - iii. Could be improved by the provision of more suitable housing conditions
- 2. A developmental disability as defined in Section 1032 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C. 15002], or
- 3. The disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agency for acquired immunodeficiency syndrome (HIV).

4. If the individual is a veteran who is disabled by an injury or illness incurred or aggravated during active military service and whose disability meets the disability definition in Section 223 of the Social Security Act.

Homeless:

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

4. *Category 4- Fleeing/Attempting to Flee Domestic Violence (DV)*: Any individual or family who:
  - i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - ii. Has no other residence; and
  - iii. Lacks the resources or support networks (e.g., family, friends, faith-based, or other social networks) to obtain other permanent housing.

Homeless Management Information System (HMIS): The information system designated by the CoC to comply with the HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness. For more information on HMIS, visit <https://utahhmis.org/>.

Private Nonprofit Organization: A private nonprofit organization that is a secular or religious organization described in section 501 (c) of the Internal Revenue Code of 1986 and is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.

Program Income: Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient and shall have the meaning provided in 2 CFR 200.80.

Program Participant: An individual or family who is assisted under the ESG program. Also referred to as a client.

Recipient: The OHS, approved by the HUD, assumes financial responsibility and enters into a grant agreement with the HUD to administer funding according to the requirements of 24 CFR 576.

Subrecipient: A unit of general-purpose local government or private nonprofit organization to which a recipient makes available ESG funds. Also referred to as an agency.

Vulnerable Population: Individuals who are 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 (e.g., racial or ethnic minorities, people with a disability, people with AIDS, the elderly).

Unit of General-Purpose Local Government: Any city, county, town, township, parish, village, or other general-purpose political subdivision of a state.

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 shelters, domestic violence transitional housing programs, and other programs.

## Section 2: General Requirements

### A. Eligible Components and Activities

According to the HUD, ESG funds may only be used for the below project types. Any costs not listed in 24 CFR 576 are assumed to be ineligible costs.

- Street Outreach
- Emergency Shelter
- Homelessness Prevention
- Rapid Re-housing Assistance
- Data Collection - Homeless Management Information System (HMIS)
- Administration Costs

<b>Eligible Activities</b>	
<b>Street Outreach</b> [24 CFR 576.101]	
Essential Activities	Engagement; case management; emergency health services; Emergency Shelter; emergency mental health services; transportation; services for vulnerable populations. <i>For more information, refer to Section 3 Street Outreach</i>
<b>Emergency Shelter</b> [24 CFR 576.102]	
Essential Activities	Facility renovation; essential services (e.g., case management, childcare, transportation); shelter operations; relocation assistance as necessary under the Uniform Relocation Act (URA). <i>For more information, refer to Section 3 Emergency Shelter</i>
<b>Homeless Prevention</b> [24 CFR 576.103, 576.105, 576.106]	
Essential Activities	Housing Relocation and Stabilization Services and Short- and/or Medium-term Rental Assistance. <i>For more information, refer to Section 3 Homeless Prevention</i>
<b>Rapid Re-housing</b> [24 CFR 576.104, 576.105, 576.106]	
Essential Activities	Housing Relocation and Stabilization Services and Short- and/or Medium-term Rental Assistance. <i>For more information, refer to Section 3 Rapid Re-housing</i>
<b>HMIS</b> [24 CFR 576.107]	
Essential Activities	HMIS and comparable database costs. <i>For more information, refer to Section 3 HMIS</i>



<b>Administration</b> [24 CFR 576.108]	
Essential Activities	Administrative activities including general management, oversight, coordination, and reporting on the program(s). <i>For more information, refer to Section 3 Administration</i>

**B. General Provisions**

The total amount of the primary recipient’s fiscal year grant that may be used for Street Outreach and Emergency Shelter activities cannot exceed 60 percent of the recipient’s fiscal year grant. Lastly, administration costs cannot exceed 7.5 percent of a recipient’s allocation.

**C. Subrecipient Requirements**

Eligible Subrecipients: All eligible subrecipients receiving ESG funding must meet the following requirements.

- Meet requirements set by the local CoC
- Have an active agency ESG policy and procedure manual that references the current policies and procedures of the HUD, the OHS, and any subrecipient-specific requirements (See Section 2 (c) Policies and Procedures).
- Serve the identified population and provide financial assistance and services as stated in the scope of work found in each of the subrecipient’s ESG contract with the OHS.
- Apply the OHS’ case management standards as outlined in a subrecipient’s contract whenever applicable.

Policy and Procedures [24 CFR 576.400 (e)]: Each subrecipient must establish and consistently apply a well-defined, inclusive, organizational, and program-specific policy and procedure manual for providing ESG assistance. These policies and procedures should outline the commitment to appropriately serve clients and follow better practices. Policies and procedures must be consistent with the definitions of homeless and at-risk of homelessness [24 CFR 576.2], record-keeping requirements [24 CFR 576.500], and other categories outlined below. To be compliant with ESG rules and regulations, a subrecipient’s policies and procedures manual must include procedures for the following:

- Evaluating individuals’ and families’ eligibility for assistance under ESG;
- Targeting, assessing, prioritizing, and reassessing individuals’ and families’ needs for essential services;
- Admission, diversion, referral, and discharge by ESG-funded Emergency Shelters, if applicable. These should include safeguards to meet vulnerable populations’ safety and shelter needs;
- Coordination among homeless resource providers as referenced in 24 CFR 576.400 (b) and (c);
- Determining and prioritizing individuals and families for Homeless Prevention or Rapid Re-housing assistance, if applicable;
- Determining the portion of rent and utility costs that each program participant must pay (if any) while receiving homelessness prevention or Rapid Re-housing assistance, if applicable;
- Determining how long a program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time;
- Determining the type, amount, and duration of Housing Relocation and/or Stabilization Services to provide a program participant, if applicable;
  - No participant may receive more than 24 months of rental assistance within a three-year period
- Termination of assistance that examines all extenuating circumstances in determining when violations warrant termination. Termination should only occur in the most severe cases. Termination of assistance does not bar the household from receiving further assistance at a later

date from the subrecipient that terminated the household's original assistance. To terminate assistance or services, written procedures must contain at a minimum:

- Written notice to the program participant containing a clear statement of the reasons for termination;
- A review of the decision in which the program participant is given the opportunity to present written or oral objections before a neutral third party;
- Prompt written notice of the final decision to the program participant
- Ensuring the confidentiality of all records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance. This includes but is not limited to the address or location of any domestic violence, dating violence, sexual assault, or stalking, the address or location of the shelter assisted with ESG funds, and the address or location of any housing of a program participant;
- Recordkeeping [24 CFR 576.500];
  - The OHS, the HUD, the Controller General of the United States, or any of their authorized representatives, have the right to access the project and any books, documents, papers, or other records of an ESG-assisted unit. Consistent with established confidentiality procedures, the public must also have access to the records regarding the use of ESG funds.
  - Outline how the agency will retain all documents pertaining to ESG funds for a minimum of six years. This includes but is not limited to documentation of the following:
    - Assistance provided to that participant;
    - Compliance with the applicable requirements for assisting;
    - Provisions on determining eligibility, amount, and type of assistance; and
    - Provisions on using appropriate assistance

Homeless Participation: The subrecipient must provide an opportunity, either through employment or volunteering, for the participation of at least one individual experiencing homelessness or an individual who formerly experienced homelessness on the board of directors or another equivalent policy-making entity of the subrecipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receives funding under ESG.

To the maximum extent possible, the subrecipient must also involve individuals and families experiencing homelessness in constructing, renovating, maintaining, and operating facilities assisted under ESG.

Faith-Based Activities [24 CFR 576.406]: Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG funds. No federal, state or local government receiving funds under ESG shall discriminate against an organization based on the organization's religious character or affiliation. Additionally, an organization that receives ESG funds shall not discriminate against a program participant or prospective program participant based on religion or religious belief.

Organizations directly funded under the ESG program may not engage in inherently religious activities as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered in a separate location and at a different time from the programs or services funded under ESG. Additionally, participation must be voluntary for program participants.

General Eligibility: ESG subrecipients must perform an initial evaluation to determine the eligibility of each individual or family receiving ESG assistance and the amount and type of assistance the individual or family needs to regain stability in permanent housing.

If an individual or family is ineligible to receive ESG assistance, documentation of the reason for that determination is required [576.401 (d)]. Agencies should have a process in place to refer persons ineligible for ESG assistance to the appropriate resources or a service provider that can assist them.

The priority for obtaining evidence of homelessness is as follows: (1) third-party documentation, (2) intake worker observations, and (3) self-certification. Subrecipients must include this prioritization in their written standards for intake, evaluation, and re-evaluation. A lack of third-party documentation must not prevent an individual or family from being immediately admitted to an Emergency Shelter, receiving Street Outreach services, receiving services provided by a victim service provider, or being immediately admitted to a shelter. Subrecipients must follow their written intake procedures, including any additional restrictions enforced by the subrecipient that is not in violation of 24 CFR 576.

Procurement: All projects must comply with the applicable city, state, or federal competitive procurement regulations or costs may not be reimbursable.

Federal procurement requirements as noted in 2 CFR 200 apply to all non-profit organizations acting as a subrecipient and all public entities. However, owners/sponsors/developers are not subject to federal procurement requirements.

Procurement requirements are provided in any funding notices or written agreements. Agencies are encouraged to contact the OHS staff if they have any questions about which procurement requirements apply to their project.

Agencies will be expected to provide a copy of their procurement policies and procedures that meet applicable federal and state regulations upon request of the OHS. The agency must coordinate with the OHS to ensure compliance with all applicable procurement requirements if a project includes any construction or rehabilitation.

Area-wide System Coordination Requirements [24 CFR 576.400]:

*Coordination with Other Targeted Homeless Services*: ESG recipients and their subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to the people who experience homelessness in the area covered by the CoC or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area. For a list of example programs, see 24 CFR 576.400.

*Coordination with Mainstream Resources*: ESG recipients and their 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 individuals and families experiencing homelessness may be eligible. See 24 CFR 576.400 (c) for a list of example programs.

Other Federal Requirements: The federal requirements outlined in 24 CFR 576.407 apply to participants in the ESG program. The requirements of this subpart include but are not limited to the following:

- Nondiscrimination and equal opportunity
- Disclosure requirements
- Debarred, suspended, or ineligible contractors
- Drug-free workplace

## Section 3: Eligible Components

### Street Outreach Component [24 CFR 576.101]

#### A. General

Allowable Street Outreach activities using ESG funds are those that provide essential services necessary to connect people who are experiencing unsheltered homelessness to an Emergency Shelter, housing, or critical services; and to provide urgent, non-facility-based care, as outlined in Section B below. Activities must coordinate with the CoC and other service providers to ensure that essential services related to Street Outreach are provided by CoC guidelines.

#### B. Eligible Activities and Costs

The eligible costs and activities associated with Street Outreach projects are below.

<b>Street Outreach</b> <i>Refer to Appendix B for Ineligible Costs</i>	
<b>Engagement</b>	
Activities	Initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing information and referrals to programs targeted to people who experience homelessness; mainstream social services and housing programs, including Emergency Shelter, transitional housing, community-based services, permanent supportive housing, and Rapid Re-housing programs
Eligible costs	The costs of activities to locate, identify, and build relationships with people experiencing unsheltered homelessness and engage with them to provide immediate support, intervention, and connections with homeless assistance programs; mainstream social services and housing programs; cell phone costs of outreach workers during the performance of the activities noted above
<b>Case Management</b>	
Activities	Using the centralized or coordinated assessment system as required under 24 CFR 576.400 (d); conducting the initial evaluation required under 24 CFR 576.401 (a), including verifying and documenting eligibility, counseling, developing, securing, and coordinating service; obtaining federal, state, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; developing an individualized housing and service plan, including planning a path to permanent housing stability
Eligible costs	The costs of assessing housing and service needs; arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant

<b>Emergency Health Services</b>	
Eligible costs	Direct outpatient treatment of medical conditions that are provided by licensed medical professionals operating in community-based settings (i.e., streets, parks, and other places where individuals experiencing unsheltered homelessness are living) to the extent that other appropriate health services are inaccessible or unavailable within the area
<b>Emergency Mental Health Services</b>	
Activities	Crisis interventions; the prescription of psychotropic medications; explanation about the use and management of medications; combinations of therapeutic approaches to address multiple challenges
Eligible costs	Direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings (i.e., streets, parks, and other places where individuals experiencing unsheltered homelessness are living) to the extent that other appropriate mental health services are inaccessible or unavailable within the community
<b>Transportation</b>	
Activities	Program participant’s travel on public transportation; service workers using their vehicles to visit program participants; purchasing or leasing a vehicle; operating and maintenance costs for a program vehicle; travel costs to assist program participant’s usage of public transportation
Eligible costs	Program participant’s travel on public transportation; mileage allowance for service workers using their vehicles to visit program participants; costs of purchasing or leasing a vehicle for the subrecipient in which staff transport program participants and/or staff serving program participants and the costs of gas, insurance, taxes, and maintenance for the vehicle; travel costs of the subrecipient to accompany or assist program participants to use public transportation
<b>Services for Vulnerable Populations</b>	
Activities	Provide services to youth experiencing homelessness; victim services; services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs 24 CFR 576.101 (a)(1)- 24 CFR 576.101 (a)(5)
Eligible costs	Provide service costs for serving youth experiencing homelessness; victim programs/services; services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs 24 CFR 576.101 (a)(1)-24 CFR 576.101 (a)(5)

### **C. Evaluation**

The subrecipient must conduct an initial evaluation to determine the individual's or family's eligibility for receiving assistance with ESG funding, the amount of assistance needed, and the types of assistance required for the individual or family to regain stability in permanent housing. Additionally, the OHS requires all subrecipients to establish written procedures regarding how initial and re-evaluations are conducted to determine the eligibility of those receiving assistance through an ESG-funded program. Subrecipients are required to follow their written procedures, including any additional restrictions enforced by the recipient that is not in violation of 24 CFR 576. All evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set for under 24 CFR 576.400 (d), the affiliated agency's policies and procedures, and the contents covered in this document.

In general, 24 CFR 576.400 (d) states that the subrecipient must utilize the designated CoC's centralized assessment system or coordinated assessment system as established by the HUD. Additionally, subrecipients are to collaborate with their CoC to ensure the screening, assessment, and referral of program participants are consistent with the written standards required by 24 CFR 576.400 (e). If the subrecipient is a victim service provider, they are not required to use their CoC's centralized or coordinated assessment system and are instead required to coordinate with the OHS to utilize a comparable database.

Evaluation documentation must be obtained to determine individual and family eligibility under the homeless definition of 24 CFR 576.2. The priority for obtaining evidence of homelessness is as follows: (1) third-party documentation, (2) intake worker observations, and (3) self-certification. Subrecipients must include this prioritization in their written standards for intake, evaluation, and re-evaluation. A lack of third-party documentation must not prevent an individual or family from being immediately admitted to an Emergency Shelter, receiving Street Outreach services, or receiving services provided by a victim service provider.

### **D. Eligibility**

ESG funds for eligible activities related to Street Outreach must be used for providing essential services (as noted in section 3b of the Street Outreach Component section) necessary to reach out to individuals experiencing unsheltered homelessness.

If an individual or family is found to be ineligible to receive ESG assistance, reasonable documentation should be provided to show this determination as outlined in 24 CFR 576.400. Additionally, agencies receiving ESG funds should have a process in place to refer persons ineligible for ESG assistance to the appropriate resources or service providers that can assist them.

### **E. Minimum Period of Use**

The subrecipient must provide services to individuals and families experiencing homelessness for at least the period during which ESG funds are provided.

### **F. Maintenance of Effort**

If the 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 services during the immediately preceding 12-month period, unless the HUD determines that the unit of general purpose local government is in a severe financial deficit. For more information, refer to 24 CFR 576.101 (c).

## **Emergency Shelter Component [24 CFR 576.102]**

### **A. General**

The primary purpose of Emergency Shelter facilities is to provide a temporary shelter for individuals experiencing homelessness. Occupants must not be required to sign leases or occupancy agreements. Emergency Shelter programs are required to comply with all ESG requirements, including but not limited to, brokering services to help participants gain permanent housing and assist participants in improving financial stability via employment or through the acquisition of mainstream benefits.

In general, ESG funds may be used for the costs associated with the following essential services:

- Serving individuals and families living in an Emergency Shelter
- Renovating buildings to be used as an Emergency Shelter for individuals and families experiencing homelessness
- Operating Emergency Shelters

ESG recipients operating Emergency Shelters are required to follow the admission, diversion, referral, and discharge standards as outlined by the local CoC and the subrecipient’s written policies and procedures.

**B. Eligible Activities and Costs**

The eligible costs and activities associated with Emergency Shelter projects are below.

<b>Emergency Shelter</b> <i>Refer to Appendix B for Ineligible Costs</i>	
<b><u>Essential Services</u></b>	
<b>Case Management</b>	
Activities	Using the centralized or coordinated assessment system as required under 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; providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; developing an individualized housing and service plan including planning a path to permanent housing stability
Eligible costs	The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
<b>Child Care</b>	
Activities	Child care for program participants whose child is under the age of 13, unless disabled (for children with disabling conditions, the child must be under the age of 18)—child care center must be licensed by the jurisdiction for activities to be eligible
Eligible costs	The cost of child care for program participants, including providing meals and snacks and comprehensive and coordinated sets of appropriate developmental activities; the child care center must be licensed by the jurisdiction for costs to be eligible

<b>Education Services</b>	
Activities	Instruction or training in consumer education, health education, substance abuse, prevention, literacy, English as a second language, general education development; screening, assessing, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; referral to community resources
Eligible costs	Costs of improving knowledge and basic education skills of program participants if necessary for obtaining and maintaining housing
<b>Employment Assistance and Job Training</b>	
Activities	Services that assist individuals in securing employment; employment screening, assessment, or testing; structured job skills and job-seeking skills training; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; referral to community resources
Eligible costs	The costs of employment assistance and job training programs, including classroom, online, and/or computer instruction; on-the-job instruction; services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential; providing reasonable stipends to program participants in employment assistance and job training programs
<b>Outpatient Health Services</b>	
Activities	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; providing preventive and non-cosmetic dental care
Eligible costs	The costs of direct outpatient treatment of medical conditions provided by licensed medical professionals—ESG funds may be used only for these services to the extent that other appropriate health services are unavailable within the community
<b>Legal Services</b>	
Activities	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; the appeal of veterans and public benefit claim denials; resolution of outstanding criminal warrants; client intakes; preparation of cases for trial; provision of legal advice; representation at hearings; counseling
Eligible costs	The costs of 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 the person(s) under the



Eligible costs continued	supervision of a licensed attorney, regarding matters that interfere with the program participant’s ability to obtain and retain housing—ESG funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community; fees based on the actual services performed but only if the cost would be less than the costs of hourly fees; filing fees and other necessary court costs—if the subrecipient is a legal service provider and performs the services itself, the eligible costs are the subrecipient’s employees’ salaries and other costs necessary to perform the services
<b>Life Skills Training</b>	
Activities	Life skill activities to help program participants function independently in the community, including the following resources: budgeting; managing money; managing a household; resolving conflict; shopping for food and necessary items; improving nutrition; using public transportation; parenting
Eligible costs	The costs associated with teaching critical life management skills that have either not been learned or need to be relearned due to life circumstances
<b>Mental Health Services</b>	
Activities	Application of therapeutic processes to personal, family, situational, or occupational problems to bring about positive resolution of the problem or improved individual or family functioning or circumstances; crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; combinations of therapeutic approaches to address multiple problems
Eligible costs	The costs associated with direct outpatient treatment by licensed professionals of mental health conditions—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
<b>Substance Abuse Treatment Services</b>	
Activities	Client intake and assessment; outpatient treatment up to 30 days; group and individual counseling; drug testing
Eligible costs	The costs associated with services that are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals—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
<b>Transportation</b>	
Activities	Transportation of program participants to and from medical care, employment, child care, or other eligible essential service facilities

Eligible costs	The costs associated with a program participant’s travel on public transportation; if service workers use their vehicle, mileage allowance will be allotted; purchasing or leasing a vehicle for the subrecipient in which staff transports program participants and/or staff serves program participants and the cost of gas, insurance, taxes, and maintenance for the vehicle; travel costs of subrecipient staff to accompany or assist program participants to use public transportation
<b>Services for Vulnerable Populations</b>	
Activities	Services for youth experiencing homelessness; victim services; services for people living with HIV/AIDS
Eligible costs	Service provision costs for serving youth experiencing homelessness; victim programs/services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs 24 CFR 576.102 (a) (1) -24 CFR 576.102 (a) (4)
<b><u>Shelter Operation</u></b>	
<b>Shelter Operation Services</b>	
Activities	Materials and activities associated with the maintenance (including minor or routine repairs) and operations of an Emergency Shelter
Eligible costs	The costs associated with the maintenance (including minor or routine repairs); rent; security; fuel; equipment; insurance; utilities; food; furnishings; supplies necessary for the operation of an Emergency Shelter; where no appropriate Emergency Shelter is available for an individual or family experiencing homelessness, hotel or motel vouchers can be purchased for that family or individual
<b><u>Shelter Renovation</u></b>	
<b>Shelter Renovation Services</b>	
Activities	Materials and activities associated with the renovation of an Emergency Shelter
Eligible costs	The costs associated with 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

**C. Evaluation**

The subrecipient must conduct an initial evaluation to determine the individual’s or family’s eligibility for receiving assistance with ESG funding, the amount of assistance needed, and the types of assistance required in order for the individual or family to regain stability in permanent housing. Additionally, the OHS requires all subrecipients to establish written procedures regarding how initial and re-evaluations are conducted to determine the eligibility of those receiving assistance through an ESG-funded program. Subrecipients are required to follow their written procedures, including any

additional restrictions enforced by the recipient that are not in violation of 24 CFR 576. All evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set for under 24 CFR 576.400 (d), the affiliated agency’s policies and procedures, and the contents covered in this document.

In general, 24 CFR 576.400 (d) states that the subrecipient must utilize the designated CoC’s centralized assessment system or coordinated assessment system as established by the HUD. Additionally, subrecipients are to collaborate with their CoC to ensure the screening, assessment, and referral of program participants are consistent with the written standards required by 24 CFR 576.400 (e). If the subrecipient is a victim service provider, they are not required to use their CoC’s centralized or coordinated assessment system and are instead required to coordinate with the OHS to utilize a comparable database.

Evaluation documentation must be obtained to determine individual and family eligibility under the homeless definition of 24 CFR 576.2 The priority for obtaining evidence of homelessness is as follows: (1) third-party documentation, (2) intake worker observations, and (3) self-certification. Subrecipients must include this prioritization in their written standards for intake, evaluation, and re-evaluation. A lack of third-party documentation must not prevent an individual or family from being immediately admitted to an Emergency Shelter, receiving Street Outreach services, or receiving services provided by a victim service provider.

#### **D. Eligibility**

ESG funds for activities related to an Emergency Shelter must be used for the costs of providing essential services (as noted in section 3b of the Emergency Shelter Component section) to individuals and families experiencing homelessness who are living in and receiving services from an Emergency Shelter.

If an individual or family is found to be ineligible to receive ESG assistance, reasonable documentation should be provided to show determination as outlined in 24 CFR 576.400. Additionally, agencies receiving ESG funds should have a process in place to refer persons ineligible for ESG assistance to the appropriate resources or service providers that can assist them.

#### **E. Requirements**

Shelter stays should be avoided if possible. If that is not possible, stays should be limited to the shortest time necessary to help participants regain permanent housing. If operating an ESG-funded family Emergency Shelter, the age of a child under the age of 18 must not be used as a basis for denying any family’s admission to the facility.

#### **F. Minimum Standards**

Any Emergency Shelter for which ESG funds are used must meet state or local government safety and sanitation standards, as applicable, as well as all of the following standards. The subrecipient may also establish standards that exceed or add to these minimum standards. These standards must be described in the agency’s policy and procedure manual. Lastly, all ESG-funded Emergency Shelter projects must comply with all state and local licensing requirements, which may impose additional safety standards.

Structure and Materials: 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. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and Water Sense products and appliances.

Access: The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act [29 U.S.C. 794] and implementing regulations in 24 CFR 8, the Fair Housing Act [42 U.S.C. 3601 et seq.], 24 CFR 100, Title II of the Americans with Disabilities Act [42 U.S.C. 12131 et seq.], and 28 CFR 35 where applicable.

Space and Security: Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.

Interior Air Quality: Each room or space within the shelter must have natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

Water supply: The shelter's water supply must be free of contamination.

Additional Requirements:

- *Sanitary facilities:* Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- *Thermal environment:* The shelter must have all necessary heating/cooling facilities in proper operating condition.
- *Illumination and electricity:* 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.
- *Food preparation:* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- *Sanitary conditions:* The shelter must be maintained in a sanitary condition.
- *Fire safety:* There must be at least one working smoke detector in each occupied unit of the Emergency Shelter. Where 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 at least one other means of exiting the building in the event of a fire or another emergency.

**G. Minimum Period of Use**

Renovated Buildings: Each building renovated with ESG must be maintained as a shelter for individuals and families experiencing homelessness for not less than a period of three or 10 years, depending on the type of renovation and 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 person experiencing homelessness and after the renovation is completed. A minimum period of use of 10 years must be enforced by a recorded deed or use restriction for major rehabilitation and conversion.

- *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
- *Conversion:* If the cost to convert a building into an Emergency Shelter exceeds 75 percent of the value of the building after conversion, a minimum period of use is 10 years
- *Renovation Other Than Major Rehabilitation or Conversion:* In all other cases where ESG funds are used for renovation, the minimum period of use is three years

Essential Services and Shelter Operations: Where the recipient or subrecipient uses ESG funds solely for essential services or shelter operations, the subrecipient must provide services or shelter to people experiencing homelessness for the period during which the ESG funds are provided. The

subrecipient does not need to limit these services or a shelter or 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, individuals with disabling conditions, or victims of domestic violence) or serves people who experience homelessness in the same area where the subrecipient originally provided the services or shelter.

**H. 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 applies to the use of such funds for essential services related to an Emergency Shelter.

**Homeless Prevention Component [24 CFR 576.103]**

**A. General**

Homeless Prevention ESG allowable activities are those that provide essential services to prevent persons from becoming homeless. Moreover, efforts must be made to prevent people from becoming homeless in a shelter or an unsheltered situation and rather, to regain housing stability. For this purpose, housing stability refers to increasing one’s ability to stay in their current housing or moving to other permanent housing.

For Homeless Prevention, beneficiaries must meet the requirements described in 24 CFR 576.3 which includes that the participant must be at-risk of homelessness or meet the criteria in paragraph (2), (3), or (4) of the homeless definition [24 CFR 576.2] and have an annual median income (AMI) below 30 percent for the area as determined by the HUD. Please see the HUD-published AMI guidelines for specific amounts (<https://www.huduser.gov/portal/datasets/il.html>).

**B. Eligible Activities and Costs**

The eligible costs and activities associated with Homeless Prevention projects are below.

<b>Homeless Prevention</b> <i>Refer to Appendix B for Ineligible Costs</i>	
<b>Short- and Medium-term Rental Assistance</b>	
Activities	Financial rental assistance
Eligible costs	Rental assistance must not exceed more than 24 months in a three-year period–Short term rental assistance is defined as assistance up to three months; Medium-term rental assistance is defined as assistance anywhere from four-24 months–assistance can also include payment of rental arrears or any combination of the above eligible costs
<b>Housing Relocation and Stabilization Services</b>	
Activities	Housing search and placement; housing stability case management; mediation; legal services; credit repair
Eligible costs	The costs of rental applications, security deposits, last month’s rent, utility deposits and payments, moving costs, legal services; credit repair

### **C. Evaluation**

The subrecipient must conduct an initial evaluation to determine the individual's or family's eligibility for receiving assistance with ESG funding, the amount of assistance needed, and the types of assistance required in order for the individual or family to regain stability in permanent housing. Additionally, the OHS requires all subrecipients to establish written procedures regarding how initial and re-evaluations are conducted to determine the eligibility of those receiving assistance through an ESG-funded program. Subrecipients are required to follow their written procedures, including any additional restrictions enforced by the recipient that is not in violation of 24 CFR 576. All evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set for under 24 CFR 576.400 (d), the affiliated agency's policies and procedures, and the contents covered in this document.

In general, 24 CFR 576.400 (d) states that the subrecipient must utilize the designated CoC's centralized assessment system or coordinated assessment system as established by the HUD. Additionally, subrecipients are to collaborate with their CoC to ensure the screening, assessment, and referral of program participants are consistent with the written standards required by 24 CFR 576.400 (e). If the subrecipient is a victim service provider, they are not required to use their CoC's centralized or coordinated assessment system and are instead required to coordinate with the OHS to utilize a comparable database.

Evaluation documentation must be obtained to determine individual and family eligibility under the homeless definition of 24 CFR 576.2. The priority for obtaining evidence of homelessness is as follows: (1) third-party documentation; (2) intake worker observations; and (3) self-certification. Subrecipients must include this prioritization in their written standards for intake, evaluation, and re-evaluation. A lack of third-party documentation must not prevent an individual or family from being immediately admitted to an Emergency Shelter, receiving Street Outreach services, or receiving services provided by a victim service provider.

### **D. Eligibility**

ESG funds must be used to provide Housing Relocation and Stabilization services or 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. To determine eligibility for assistance, intake procedures must show compliance with the at-risk of homeless status as outlined in 24 CFR 576.2 and 24 CFR 576.400 (c). This assistance may be provided to individuals and families who meet the criteria under the at-risk of homeless definition, or who meet the criteria in paragraphs (2), (3), or (4) of the homeless definition in 24 CFR 576.2 and have an annual income below 30 percent AMI, as determined by the HUD.

If the subrecipient is providing homelessness prevention services to a program participant, subrecipients must require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability and develop a plan to assist the program participant to retain permanent housing after ESG assistance ends, taking into account all relevant considerations.

It is acceptable to require all program participants to meet with a case manager, but it is not acceptable to require participation in supportive services. It is important to note that the purpose of any case management should be to engage the program participant. Additionally, a program participant must not be evicted or terminated from the program for not meeting with a case manager.

Subrecipients are exempt from the monthly meeting requirements if the Violence Against Women Act of 1994 (VAWA) or the Family Violence Prevention and Services Act (FVSP) prohibit that

subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

In the event that an individual or family is found to be ineligible to receive ESG assistance, reasonable documentation should be provided to show determination as outlined in 24 CFR 576.400. Additionally, agencies receiving ESG funds should have a process in place to refer persons ineligible for ESG assistance to the appropriate resources or service providers that can assist them.

#### **E. Short- and Medium-term Rental Assistance [24 CFR 576.106]**

General: Both Homeless Prevention and Rapid Re-housing projects may provide a program participant with up to 24 months of rental assistance during any three-year period or the life of the grant funding, whichever comes first.

Discretion to Set Caps and Conditions: Subject to the requirements of this section, the subrecipient 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 subrecipient may also require program participants to share in the costs of rent.

- Subrecipients must ensure additional criteria are applied consistently
- Any additional criteria must be documented in the subrecipient's associated policy and procedure manual

Use with Other Subsidies (Cost Type Rule): Except for a one-time payment or 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, 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.

Rent Restrictions–Fair Market Rent/Rent Reasonableness: Short- and Medium-term Rental Assistance can be provided to eligible program participants only when the rent, including utilities (gross rent), for the housing unit complies with fair market rent (FMR) and rent reasonableness standards.

- Does not exceed the FMR established by HUD for each geographic area, as provided under 24 CFR 888 (a)
- Complies with HUD's standard of rent reasonableness as established under 24 CFR 982.507.

HUD has created a resource that explains FMR and rent reasonableness requirements and describes how to determine and document compliance with each. ESG subrecipients are required to use this resource to develop policies, procedures, and documentation requirements to comply with the HUD rules. To view this document, navigate here: <https://www.onecpd.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>.

Lease Requirements: 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. At a minimum, the lease must:

- Be between the owner and the program participant as the tenant;
- Identify the address/unit where the program participant will reside;
- Identify the terms of the agreement (i.e., dates of tenancy, monthly amount due, grace period, etc.); and
- Be signed and dated by both parties

Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease; only 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, the lease must have an initial term of one year. *Note, this is not the same requirement as the Rental Assistance Agreement Requirement below.*

Rental Assistance Agreement: The subrecipient may make rental assistance payments only to an owner with whom the subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance must 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 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 (see suggestions for rental assistance agreement). *Note, this is in addition to the Lease Requirement above.*

Late Payments: The 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 subrecipient is solely responsible for paying late payment penalties with non-ESG funds that it incurs.

Tenant-Based Rental Assistance:

- 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.
- The subrecipient may require that all program participants live within a particular area for the period in which rental assistance is provided.
- The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
  - The program participant moves out of the housing unit for which the program participant has a lease;
  - The lease terminates and is not renewed; or
  - The program participant becomes ineligible to receive ESG rental assistance

Project-Based Rental Assistance: If the subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the 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:

- 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 24 CFR paragraph (I)(4) of this section.
- The 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.
- The subrecipient may make monthly rental assistance payments 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 subrecipient may pay the next month's rent (i.e., the first month's rent for a new program participant,) as provided in 24 CFR paragraph (I)(2) of this section.



- 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 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 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.
- The rental assistance agreement must have an initial term of one year. When a 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.
  - Under no circumstances may the 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.

Changes in Household Composition: The limits on assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

Rent and Utility Standards: Rent and utility payments must meet the HUD's rent reasonableness standard and must not exceed FMR as established by the HUD for the area. Copies of supporting documentation for rental and utility payments are required for each household receiving that type of assistance from an ESG-funded program or project. Monthly allowances for utilities are used to determine compliance with the rent restriction. Subrecipients are required to follow additional requirements set by the CoC, such as minimum contributions to rent/utilities by the tenant (if applicable).

Individuals or households receiving Homeless Prevention assistance must be at or below 30 percent of the AMI. AMI limits are available on the HUD's website and are updated annually.

Re-evaluations for program participants utilizing homelessness prevention assistance must occur not less than once every three months. At a minimum, each re-evaluation of eligibility must establish that the program participant does not have an annual income that exceeds 30 percent of the AMI, as determined by the HUD, and that the program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

## **F. Housing Relocation and Stabilization Services [24 CFR 576.105]**

General: Both Homeless Prevention Assistance and Rapid Re-housing Assistance include Housing Relocation and Stabilization Services which may provide:

- Financial Assistance Costs
- Services Costs

Financial Assistance Costs: ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs. *Note this does not include Rental Assistance.*

- *Rental application fees:* That are charged by the owner to all applicants.
- *Security deposits:* That is equal to no more than two months' rent. Subrecipients have the discretion to determine how to handle security deposits. If a subrecipient recovers the deposit, it must be treated/reported as program income.
- *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 three-year period.

- *Utility deposit:* May be eligible if required by the utility company for all customers for gas, electric, water, and sewage.
- *Utility payments:* For up to 24 months per program participant, per service, including up to six 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 their name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electricity, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any three-year period.
- *Moving costs:* Such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to three months, provided that the fees are accrued after the date the program participant begins receiving assistance and before the program participant moves into permanent housing.

Service Costs: ESG funds may be used to pay the costs of providing the following services.

- *Housing search and placement:* Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
  - Assessment of housing barriers, needs, and preferences;
  - Development of an action plan for locating housing;
  - Housing search;
  - Outreach to and negotiation with owners;
  - Assistance with submitting rental applications and understanding leases;
  - Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
  - Assistance with obtaining utilities and making moving arrangements;
  - Tenant counseling
- *Housing stability case management:* ESG funds may be used to pay the 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:
  - Must utilize the centralized or coordinated assessment system to evaluate individuals and families applying for or receiving homelessness prevention or Rapid Re-housing assistance;
  - Must conduct the initial evaluation including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or Rapid Re-housing assistance;
  - Cannot exceed 30 days during the period the program participant is seeking permanent housing;
  - Cannot exceed 24 months during the period the program participant is living in permanent housing.
- *Mandatory services:* Assistance through the ESG program is intended to be provided as part of a system-wide approach. To evaluate and coordinate services to the greatest extent possible, ESG subrecipients providing ESG-funded assistance or housing and relocation services must:
  - Develop a plan with each program participant on how they will retain permanent housing after the ESG assistance ends [24 CFR 576.401 (e)(1)(ii)], taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability or available housing in the area.

- Require program participants to meet with a case manager not less than once per month while they are receiving ESG assistance to implement the plan and monitor progress towards housing stability [24 CFR 576.401 (e)(1)(i)].
- Exception: Subrecipients are exempt from the requirement to meet with program participants monthly if they also receive funding under the VAWA or the FVSP because these programs prohibit making housing conditional on the program participant's acceptance of services [24 CFR 576.401 (e)(2)].
- Assist program participants in obtaining appropriate supportive services, as well as connecting them to other federal, state, local, and private benefits and services for which they may be eligible. This includes, but is not limited to, Medicaid, SNAP, WIC, unemployment insurance, SSI/SSDI, services for veterans, and TANF.
- Have written policies and procedures for coordination among different providers of services in the community. Activities must be coordinated and integrated to the maximum extent practicable [24 CFR 576.400 (e)(3)(v)].
- *Optional Services:*
  - 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.
  - Legal services: ESG funds may pay for legal services [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.
  - 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.

Maximum Amounts and Periods of Assistance: The subrecipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance (see Financial Assistance Costs portion of this section) as well as a maximum period for which the program participant may receive any of the types of assistance or services under this section. Except for housing stability case management, the total period for which any program participant may receive services under the Service Costs portion of this section must not exceed 24 months during any three-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.

- The OHS will verify this criterion is documented in the subrecipient's associated policies and procedures

Use with Other Subsidies: Financial assistance under the Financial Assistance Costs portion 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.

## **G. Minimum Standards [24 CFR 576.403]**

The subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section. The subrecipient may also establish standards that exceed or add to these minimum standards. If the subrecipient chooses to add to the minimum standards outlined below, additional components must be outlined in the subrecipient's policies and procedures and approved by the OHS.

Structure and materials: The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.

Space and security: Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.

Interior air quality: Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

Water supply: The water supply must be free from contamination.

Sanitary facilities/housing: Residents must have access to sufficient sanitary facilities/housing that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.

Illumination and electricity: The structure 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 structure.

Food preparation: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

Fire safety:

- There must be a second means of exiting the building in the event of a fire or another emergency.
- Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
- The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, daycare centers, hallways, stairwells, and other common areas

Habitability Inspection Requirement and Purpose: ESG funding must only be spent on units that are inspected and found to be safe, sanitary, and decent. Requirements are designed to protect the people served from unsafe or unhealthy living conditions. See Appendix C for an example of a Housing/Unit Eligibility Form and Inspection Form.

Lead-Based Inspection Requirement Purposes: The lead-based paint requirements exist to protect vulnerable families from potential health hazards. To prevent lead poisoning in young children, ESG subrecipients must comply with the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4821-4846], the Residential Lead-Based Paint Hazard Reduction Act of 1992 [42 U.S.C. 4851-4856], and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R. As agencies provide assistance to and advocate on behalf of disadvantaged populations, it is important to understand that the lead rule is a tool that helps ensure the safety and well-being of clients. This guidance was developed to assist subrecipients in understanding how the lead-based paint regulations apply to

ESG. (For more detailed information, see [Understanding the Lead-Based Paint Requirements: Guidance for ESG Subrecipients](#)).

**H. Minimum Period of Use**

The subrecipient must provide services to people who experience homelessness for at least the period during which ESG Homeless Prevention funding is being provided.

**I. Maintenance of Effort**

Projects assisted with Homeless Prevention ESG funds must be provided in accordance with the subrecipient’s written standards and procedures and follow guidelines written in CFR 24 576.105 and 24 CFR 576.106.

**Rapid Re-housing Assistance Component [24 CFR 576.104]**

**A. General**

Rapid Re-housing ESG allowable activities are those that provide Housing Relocation and Stabilization Services and Short- and/or Medium-term Rental Assistance that is necessary to help an individual or family experiencing homelessness move as quickly as possible into permanent housing and to achieve stability in that housing.

For Rapid Re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104 which includes that the participant must meet the criteria for the homeless definition (under 24 CFR 576.2) or live in an Emergency Shelter or other place described in paragraph (1) of the homeless definition.

**B. Eligible Activities and Costs**

The eligible costs and activities associated with Rapid Re-housing projects are below.

<b>Rapid Re-housing</b> <i>Refer to Appendix B for Ineligible Costs</i>	
<b>Short- and Medium-term Rental Assistance</b>	
Activities	Financial rental assistance
Eligible costs	Rental assistance must not exceed more than 24 months in a three-year period—Short-term rental assistance is defined as assistance for up to three months; Medium-term rental assistance is defined as assistance anywhere from four-24 months. Assistance can also include payment of rental arrears or any combination of the above eligible costs
<b>Housing Relocation and Stabilization Services</b>	
Activities	Housing search and placement; housing stability case management; mediation; legal services; credit repair
Eligible costs	The costs of rental applications, security deposits, last month’s rent, utility deposits and payments, moving costs, legal services, credit repair

### **C. Evaluation**

The subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance, the amount of assistance needed, and the types of assistance required in order for the individual or family to regain stability in permanent housing. Additionally, the State of Utah and the OHS require all subrecipients to establish written procedures regarding how initial and re-evaluations are conducted to determine the eligibility of those receiving assistance through an ESG-funded program. Subrecipients are required to follow their written procedures, including any additional restrictions enforced by the subrecipient that is not in violation of 24 CFR 576. All evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set for under 24 CFR 576.400 (d), the affiliated agency's policies and procedures, and the contents covered in this document.

In general, 24 CFR 576.400 (d) states that the subrecipient must utilize the designated CoC's centralized assessment system or coordinated assessment system as established by the HUD. Additionally, subrecipients are to collaborate with their CoC to ensure the screening, assessment, and referral of program participants are consistent with the written standards required by 24 CFR 576.400 (e). If the subrecipient is a victim service provider, they are not required to use their CoC's centralized or coordinated assessment system and are instead required to coordinate with the OHS to utilize a comparable database.

Evaluation documentation must be obtained to determine individual and family eligibility under the homeless definition of 24 CFR 576.2. The priority for obtaining evidence of homelessness is as follows: (1) third-party documentation; (2) intake worker observations; and (3) self-certification. Subrecipients must include this prioritization in their written standards for intake, evaluation, and re-evaluation. A lack of third-party documentation must not prevent an individual or family from being immediately admitted to an Emergency Shelter, receiving Street Outreach services, or receiving services provided by a victim service provider.

### **D. Eligibility**

ESG funds must be used to provide Housing Relocation and Stabilization Services or Short- and/or Medium-term Rental Assistance necessary to help an individual or family experiencing homelessness move as quickly as possible into permanent housing and achieve stability. This 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. To determine eligibility for assistance, intake procedures must show compliance with homeless status as outlined in 24 CFR 576.2.

If the subrecipient is providing Rapid Re-housing services to a program participant, subrecipients must require the program participant to meet with a case manager, not less than once per month to assist the program participant in ensuring long-term housing stability and develop a plan to assist the program participant to retain permanent housing after ESG assistance ends, taking into account all relevant considerations.

It is acceptable to require all program participants to meet with a case manager, but it is not acceptable to require participation in supportive services. It is important to note that the purpose of any case management should be to engage the program participant. Additionally, a program participant must not be evicted from or terminated from, the program for failure to meet with the case manager.

In the event that an individual or family is found to be ineligible to receive ESG assistance, reasonable documentation should be provided to show determination as outlined in 24 CFR 576.400

(d). Additionally, agencies receiving ESG funds should have a process in place to refer persons ineligible for ESG assistance to the appropriate resources or service providers that can assist them.

#### **E. Short- and Medium-term Rental Assistance [24 CFR 576.106]**

General: Both Homeless Prevention and Rapid Re-housing projects may provide a program participant with up to 24 months of rental assistance during any three-year period or the life of the grant funding, whichever comes first.

Discretion to Set Caps and Conditions: Subject to the requirements of this section, the subrecipient 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 subrecipient may also require program participants to share in the costs of rent.

- Subrecipients must ensure additional criteria are applied consistently
- Any additional criteria must be documented in the subrecipient's associated policies and procedures

Use with Other Subsidies (Cost Type Rule): Except for a one-time payment or 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 covered by the URA payments.

Rent Restrictions–Fair Market Rent/Rent Reasonableness: Short- and Medium-term Rental Assistance can be provided to eligible program participants only when the rent including utilities (gross rent) for the housing unit complies with fair market rent (FMR) and rent reasonableness.

- Does not exceed the FMR established by HUD for each geographic area, as provided under 24 CFR 888 (a)
- Complies with HUD's standard of rent reasonableness as established under 24 CFR 982.507.

HUD has created a resource that provides an explanation of FMR and rent reasonableness requirements and describes how to determine and document compliance with each. ESG subrecipients are required to use this resource to develop policies, procedures, and documentation requirements to comply with HUD rules. To view this document, navigate here:

<https://www.onecpd.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>.

Lease Requirements: 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. At a minimum, the least must:

- Be between the owner and the program participant as the tenant;
- Identify the address/unit where program participants will reside;
- Identify the terms of the agreement (i.e., dates of tenancy, monthly amount due, grace period, etc.); and
- Be signed and dated by both parties
- 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, the lease must have an initial term of one year. *Note, this is not the same requirement as the Rental Assistance Agreement Requirement below.*

Rental Assistance Agreement: The subrecipient may make rental assistance payments only to an owner with whom the subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance must 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 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 (see suggestions for rental assistance agreement). *Note, this is in addition to the Lease Requirement above.*

Late Payments: The 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 subrecipient is solely responsible for paying late payment penalties with non-ESG funds that it incurs.

Tenant-Based Rental Assistance:

- 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.
- The subrecipient may require that all program participants live within a particular area for the period in which rental assistance is provided.
- The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
  - The program participant moves out of the housing unit for which the program participant has a lease;
  - The lease terminates and is not renewed; or
  - The program participant becomes ineligible to receive ESG rental assistance

Project-Based Rental Assistance: If the subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the 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:

- 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.
- The 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.
- The 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 subrecipient may pay the next month's rent (i.e., the first month's rent for a new program participant).
- 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 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 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.



- The rental assistance agreement must have an initial term of one year. When a 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.
  - Under no circumstances may the 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.

Changes in Household Composition: The limits on assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

Rent and Utility Standards: Rent and utility payments must meet the HUD's rent reasonableness standard and must not exceed FMR as established by the HUD for the area. Copies of supporting documentation for rental and utility payments are required for each household receiving that type of assistance from an ESG-funded program or project. Monthly allowances for utilities are used to determine compliance with the rent restriction. Subrecipients are required to follow additional requirements set by the CoC, such as minimum contributions to rent/utilities by the tenant (if applicable).

Individuals or households receiving Rapid Rehousing assistance must be at or below 30 percent of the AMI. AMI limits are available on the HUD's website and are updated annually.

Re-evaluations for program participants utilizing Rapid Rehousing assistance must occur not less than once annually. At a minimum, each re-evaluation of eligibility must establish that the program participant does not have an annual income that exceeds 30 percent of the median family income for the area, as determined by the HUD and that the program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

#### **F. Housing Relocation and Stabilization Services [24 CFR 576.105]**

General: Both Homeless Prevention Assistance and Rapid Re-housing Assistance include Housing Relocation and Stabilization Services which may provide:

- Financial Assistance Costs
- Services Costs

Financial Assistance Costs: ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs. *Note this does not include Rental Assistance.*

- *Rental application fees:* that are charged by the owner to all applicants.
- *Security deposits* that are equal to no more than two months' rent. Subrecipients have the discretion to determine how to handle security deposits. If a subrecipient recovers the deposit, it must be treated/reported as program income.
- *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 three-year period.
- *Utility deposit:* may be eligible if standard required by the utility company for all customers for gas, electric, water, and sewage.
- *Utility payments:* for up to 24 months per program participant, per service, including up to six 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 their 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 three-year period.

- *Moving costs*: such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to three months, provided that the fees are accrued after the date the program participant begins receiving assistance and before the program participant moves into permanent housing.
- Transportation costs for participants (e.g., bus, train) are not eligible.
- Payment of temporary storage fees in arrears is not eligible.
- ESG funds cannot be used to cover the costs of damages incurred by a program participant.

Service Costs: ESG funds may be used to pay the costs of providing the following services.

- *Housing search and placement*: Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:
  - Assessment of housing barriers, needs, and preferences;
  - Development of an action plan for locating housing;
  - Housing search;
  - Outreach to and negotiation with owners;
  - Assistance with submitting rental applications and understanding leases;
  - Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
  - Assistance with obtaining utilities and making moving arrangements;
  - Tenant counseling
- *Housing stability case management*: ESG funds may be used to pay the 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:
  - Must utilize the centralized or coordinated assessment system to evaluate individuals and families applying for or receiving homelessness prevention or Rapid Re-housing assistance;
  - Must conduct the initial evaluation including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or Rapid Re-housing assistance;
  - Cannot exceed 30 days during the period the program participant is seeking permanent housing;
  - Cannot exceed 24 months during the period the program participant is living in permanent housing.
- *Mandatory services*: Assistance through the ESG program is intended to be provided as part of a system-wide approach. To evaluate and coordinate services to the greatest extent possible, ESG subrecipients providing ESG-funded rental assistance or housing and relocation services must:
  - Develop a plan with each program participant on how they will retain permanent housing after the ESG assistance ends [24 CFR 576.401 (e)(1)(ii)], taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability or available housing in the area.
  - Require program participants to meet with a case manager not less than once per month while they are receiving ESG assistance to implement the plan and monitor progress towards housing stability [24 CFR 576.401 (e)(1)(i)].
  - Exception: Subrecipients are exempt from the requirement to meet with program participants monthly if they also receive funding under the VAWA or the FVSP

because these programs prohibit making housing conditional on the program participant's acceptance of services [24 CFR 576.401 (e)(2)].

- Assist program participants in obtaining appropriate supportive services, as well as connecting them to other federal, state, local, and private benefits and services for which they may be eligible. This includes, but is not limited to, Medicaid, SNAP, WIC, unemployment insurance, SSI/SSDI, services for veterans, and TANF.
- Have written policies and procedures for coordination among different providers of services in the community. Activities must be coordinated and integrated to the maximum extent practicable [24 CFR 576.400 (e)(3)(v)].
- *Optional services:*
  - 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.
  - Legal services: ESG funds may pay for legal services [24 CFR 576.102 (a)(1)(vi)], except that the eligible subject matters also include landlord/tenant matters. Additionally, 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.
  - 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.
- *Limitation on Housing Stability Case Management Under the Rapid Re-housing Component:* Often, households that are eligible for Rapid Re-housing assistance reside in an Emergency Shelter or in a place not meant for human habitation while they wait for a unit to be identified. The following principles for charging the costs of housing stability case management under Rapid Re-housing apply in these situations:
  - Subrecipients may provide housing stability case management assistance under the Rapid Re-housing component for up to 30 days during the period the program participant is residing on the street or in an Emergency Shelter and seeking permanent housing [24 CFR 576.105 (b)(2)].
  - If the program participant needs more than 30 days of housing stability case management assistance while they are sleeping in an Emergency Shelter, are on the street, or staying in another place not meant for human habitation. In the preceding scenario, costs must be charged either to an Emergency Shelter or Street Outreach project, as appropriate. The costs are then subject to the cap on these components.
  - Once the program participant is in permanent housing, housing stability case management can be provided under the Rapid Re-housing component for up to 24 additional months.

Maximum Amounts and Periods of Assistance: The subrecipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (Financial Assistance Costs portion of this section) as well as a maximum period for which a program participant may receive any of the types of assistance or services under this section. Except for housing stability case management, the total period for which any program participant may receive services under the service costs portion of this section must not exceed 24 months during any three-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.

- The OHS will verify these criteria are documented in the subrecipient's policies and procedures manual

Use with Other Subsidies: Financial assistance under the Financial Assistance Costs portion 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.

**G. Minimum Period of Use**

The subrecipient must provide services to individuals and families experiencing homelessness for at least the period during which ESG funds are provided.

**H. Maintenance of Effort**

Projects assisted with Rapid Re-housing assistance must be provided in accordance with the subrecipient’s written standards and procedures and follow guidelines in 24 CFR 576.105 and 24 CFR 576.106.

**Homeless Management Information System Component [24 CFR 576.107]**

**A. General**

The subrecipient must ensure that data on all persons served and all activities assisted with ESG funds are entered into the Homeless Management Information System (HMIS).

If a subrecipient is prohibited from entering into HMIS, the subrecipient must utilize a comparable database in accordance with the HUD’s standards on participation, data collection, and reporting. For instance, if the subrecipient is a victim service provider or a legal service provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generate unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to HMIS.

Activities funded under this section must comply with the HUD’s standards on participation, data collection, and reporting under HMIS. If a subrecipient’s employee is engaging in HMIS-eligible activities in addition to one or more ESG component(s) or non-ESG grant, the subrecipient must document the costs and rationale used to determine the portion of the costs assigned to each component and/or program.

**B. Eligible Activities and Costs**

The eligible costs and activities associated with HMIS are below.

<b>HMIS</b>	
<i>Refer to Appendix B for Ineligible Costs</i>	
<b>Costs of Contributing Data to HMIS</b>	
Activities	Using ESG funds to pay the costs of contributing data to the HMIS designated by the CoC for the area
Eligible costs	Purchasing or leasing computer hardware; purchasing software or software licenses; purchasing or leasing equipment, including telephones, fax machines, and furniture; obtaining technical support; leasing office space; paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the

Eligible costs (continued)	HMIS; paying salaries for operating HMIS, including completing data entry, monitoring and reviewing data quality, completing data analysis; reporting to the HMIS Lead; training staff on using the HMIS or a comparable database, implementing and complying with HMIS requirements; 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; paying staff travel costs to conduct intake; paying participation fees charged by the HMIS Lead if the subrecipient is not the HMIS Lead
<b>HMIS Lead Agency Costs</b>	
Activities	Hosting and maintaining HMIS software or data
Eligible costs	ing, or repairing HMIS software or data; upgrading, customizing, and enhancing the HMIS; integrating and warehousing data, including the developing of a data warehouse for use in aggregating data from subrecipients using multiple software systems; administering the system; reporting to providers such as the CoC and the HUD; conducting training on using the system or a comparable database (including travel to the training)
<b>Victim Service Providers</b>	
Activities	Establishing and operating a comparable database that collects client-level data
Eligible costs	Eligible costs include those that occur as a result of establishing and operating a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on the data that is not entered directly into HMIS

**Administration Activities Component [24 CFR 576.108]**

**A. General**

Eligible costs cannot exceed the established indirect or direct admin cost allocation for the agency. Eligible activities include those that are related to the planning and execution of ESG activities and exclude staff and overhead costs directly related to carrying out other eligible activities. The OHS must share its funds for administrative costs with its subrecipients which are units of general-purpose local government. The amount shared must be reasonable under the circumstances.

**B. Eligible Activities and Costs**

The eligible costs and activities associated with the administrative components are below.

<b>Administrative Costs</b> <i>Refer to Appendix B for Ineligible Costs</i>	
<b>General Management, Oversight, and Coordination</b>	
Activities	Supporting the recipient’s staff, the staff of the subrecipient, or other staff engaged in program administration activities

Eligible costs	Eligible costs include those associated with preparing program budgets and schedules; amending budgets and schedules; developing systems for assuring compliance with program requirements; developing interagency agreements and agreements with subrecipients and contractors; monitoring program activities for progress and compliance with program requirements; preparing reports and other documents directly related to the program for submission to the HUD; coordinating the resolution of audit and monitoring findings; evaluating program results against stated objectives; managing or supervising persons whose responsibilities with regard to the program include such assignments as described above; travel costs incurred for monitoring of subrecipients; administrative services performed under third-party contracts or agreements; 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
<b>Training on ESG Requirements</b>	
Activities	ESG training, including those sponsored by the HUD
Eligible costs	Eligible costs include those associated with providing training on ESG requirements and attending the HUD-sponsored ESG training
<b>Consolidated Plan</b>	
Activities	Preparing and amending ESG and homeless-related sections of the consolidated plan
Eligible costs	Eligible costs include those associated with preparing and amending the ESG and homeless-related sections of the consolidated plan in accordance with the ESG requirements and 24 CFR part 91
<b>Environmental Review</b>	
Activities	Carrying out environmental reviews
Eligible costs	Eligible costs include those associated with carrying out the environmental review responsibilities under 24 CFR 576.407

**Section 4: Indirect Costs [24 CFR 576.109]**

**A. General**

ESG grant funds may be used to pay indirect costs in accordance with 2 CFR 200 (e). Indirect costs must be clearly outlined in the subrecipients contract with the OHS.

**B. Allocation**

Indirect costs may be allocated to each eligible activity under 24 CFR 576.108 so long as that allocation is consistent with 2 CFR 200 (e).

**C. Expenditure Limits**

The indirect costs charged to an activity subject to an expenditure limit under 24 CFR 576.100 must be added to the direct costs charged for that activity when determining the total costs subject to the expenditure limit.

**Section 5: Matching Funds [24 CFR 576.201]**

**A. General**

The OHS satisfies the match requirement for all ESG funding before awarding subrecipients.

**Section 6: Obligation, Expenditure, and Payment Requirements [24 CFR 576.203]**

**A. Obligation of Funds**

Funds Allocated to the State of Utah: Within 60 days from the date that the HUD signs the grant agreement with the state (or grant amendment for reallocated funds), the recipient must obligate the entire grant, except the amount for its administrative costs. This requirement is met by a subgrant agreement with, or a letter of award, requiring payment from the grant to a subrecipient.

Within 120 days after the date that the state obligates its funds to a unit of general purpose local government, the subrecipient must obligate all of those funds by a subgrant agreement with, or a letter of award, requiring payment to, a private non-profit organization; a procurement contract; or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity.

**B. Expenditures**

The subrecipient must draw down and expend funds from each year's grant no less than once during each quarter of the subrecipient's program year. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good or service or an indirect cost or the accrual of a direct charge for a good or service or an indirect cost. All expenses within a state fiscal year must be paid to subrecipients within 15 days of the close of the fiscal year. Any expenses submitted by subrecipients to the OHS for reimbursement more than 15 days after the end of the state fiscal year may be deemed ineligible.

**C. Payments to Subrecipients**

The recipient must pay each subrecipient for allowable costs within 30 days of receiving the subrecipient's complete payment request. This requirement also applies to each subrecipient that is a unit of general-purpose local government.

**D. Sanctions**

If the OHS determines that a subrecipient is in noncompliance with any of the materials covered in 24 CFR 576, ESG-related documents published by the HUD, 2 CFR 200, or any of the contents covered in this document, the OHS reserves the right to take any of the following sanctions.

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

- Condition a future grant;
- Direct the grantee to stop the incurring of costs with grant amounts;
- Require that some or all of the grant amounts be repaid to the OHS;
- Reduce the level of funds the grantee would otherwise be entitled to receive; or
- Elect not to provide future grant funds to the grantee until appropriate actions are taken to ensure compliance.

**E. Financial Management Requirements**

Projects and programs receiving funds administered by the HUD must abide by the financial management requirements of 2 CFR 200 (d). Projects and programs must demonstrate:

- Accurate, current, and complete disclosure of financial results of each federally sponsored project;
- Accounting records that accurately detail the source and application of federal funds;
- Effective control and accounting of funds/property;
- Budgetary control with comparisons of outlays to budget;
- Proper cash management;
- Written procedures to determine allowable costs;
- Source documentation;

**F. Audit Requirements for Non-Profit Organizations**

2 CFR 200 (f) sets forth the standards for audits of non-federal entities expending federal awards.

Increased Audit Threshold: One of the significant changes is the raised threshold which requires a non-federal entity to have a single or program-specific audit conducted for any year in which the non-federal entity expends \$750,000 or more (up from \$500,000) [2 CFR 200.501 (a)].

Making Audits Publicly Available: Auditees must make copies of their audit available for public inspection, ensuring that protected personally identifiable information is not included. Audit reports must be submitted to the Federal Audit Clearinghouse (FAC) and all federal agencies, pass-through entities, and others interested in an audit report must obtain it from the FAC. Indigenous Tribes may opt-out of authorizing the FAC to publish the reporting package on the internet, but are then responsible for providing the reporting package directly to any affected pass-through entities and also making it available for public inspection [2 CFR 200.512 (b)(2)].

Subrecipients are required to submit a copy of a financial audit of programs receiving ESG funds no later than 90 days after the end of the subrecipient’s fiscal year-end. Said audit shall be prepared by an independent auditor according to the guidelines for financial and compliance audits of federally assisted programs in 2 CFR 200. Any deficiencies in audit reports must be fully cleared by the subrecipient within 30 days after receipt.

**Section 7: Recipient and Subrecipient Overarching Obligations [24 CFR 576 subpart E]**

**A. Conflict of Interest [24 CFR 576.404]**

Organizational Conflicts of Interest: The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of an Emergency Shelter or housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, concerning individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary of the subrecipient, carry out the initial evaluation required under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103.



Individual Conflicts of Interest: For the procurement of goods and services, the subrecipients must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) and 24 CFR 84.42 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply:

*Persons covered*: The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the subrecipient.

*Conflicts prohibited*: No person described in this section who exercises or has exercised any functions or responsibilities concerning activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information about activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement concerning an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for themselves or for those with whom they have family or business ties, during their tenure or the one year following their tenure.

*Exceptions*: Exceptions may be made on a case-by-case basis in alignment with 24 CFR 576.404 (b)(3). For more information, communicate with the OHS.

Contractors/Subgrantees: All contractors/subgrantees of the recipient or subrecipient must comply with the same requirements that apply to subrecipients under this section.

## **B. Anti-Discrimination Standards**

Federally funded housing projects/programs are subject to the [Executive Order 11246](#), as amended, which prohibits agencies from discriminating against employees or applicants. If it is unlikely that the procedures that the subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the subrecipient must establish additional procedures that ensure that those persons are made aware. The recipient and subrecipient must comply with all federal regulations below. For more detailed information, refer to the associated CFR.

- Fair Housing
  - 24 CFR 100
  - Utah Code 57-21-5
- Americans with Disabilities; Housing Accessibility; and Disability Rights in Federally Assisted Housing
  - 24 CFR Part 8 and 9
- Housing Accommodations
  - 24 CFR 100.204
- Violence Against Women
  - 24 CFR 92.359

## **C. Housing and Labor Standards**

All projects are required to adhere to federal standards related to the below regulations. Please see the associated CFR.

- Section 3
  - 24 CFR 135
- Radon
  - 24 CFR 50.3 (i) and 58.5 (i)(2)
- Environmental Reviews
  - 24 CFR 50 and 58

- Minority and Women-Owned Businesses
  - 2 CFR 200.321
- Uniform Relocation Assistance and Displacement
  - 24 CFR 4

## Section 8: Reporting and Monitoring

### A. Reporting

All ESG-funded projects will be required to participate in statewide data collection efforts by the OHS. The OHS will provide report templates for any data not reported through HMIS with sufficient notice of the information or data required.

Performance data will be evaluated by the OHS no less than quarterly and once annually. Additionally, each quarter the OHS presents performance data to the Utah Homelessness Council.

### B. Project Monitoring and Technical Assistance

Technical Assistance (TA): TA will be performed on all ESG projects no less than twice per fiscal year. Additional TA may be required on a case-by-case basis. ESG subrecipients must participate in reasonable TA activities provided by the OHS staff or its designees. Failure to respond to an email and other correspondence (i.e., WebGrants communication, phone calls, emails, texts, MoveIt communication) from the OHS and its designees within 10 business days, without reasonable cause, will be referred for a contract review. A contract review may result in probation or termination of the contract. For more information regarding TA procedures carried out by the OHS, contact [ohsprograms@utah.gov](mailto:ohsprograms@utah.gov) for access to the OHS' Federal Monitoring policy.

Monitoring: The OHS has the right to monitor the subrecipient's performance. Monitoring of the subrecipient's performance will be at the complete discretion of the OHS which will include but is not limited to the subrecipient's fiscal operations, terms, conditions, attachments, the scope of work, and performance requirements of their contract. Monitorings are done to ensure the agreement is used for authorized purposes and that the project is achieving performance measures outlined in a subrecipient's contract. Additionally, monitoring activities done by the OHS confirm if an agency is in compliance with federal statutes and regulations.

Monitoring may be conducted via an announced or unannounced site visit, desk audit, third-party monitoring, expenditure document review, or video/phone conferencing. Any onsite monitoring will take place during normal business hours.

If it is discovered that the subrecipient is in default (not in compliance with the contract), the subrecipient may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds, and or suspension/debarment from participation in future OHS grants and contracts. A default may also result in the cancellation of other contracts between the subrecipient and the OHS.

ESG subrecipients should also be aware that the OHS may conduct customer satisfaction surveys. Furthermore, through a subrecipient's contract, the subrecipient agrees to cooperate with all OHS-initiated customer feedback. For more information regarding federal monitoring procedures carried out by the OHS, contact [ohsprograms@utah.gov](mailto:ohsprograms@utah.gov) for access to the OHS' Federal Monitoring policy.

## References

The Housing and Urban Development. (n.d.). *Emergency Solutions Grants Program*. HUD Exchange.

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*24 Code of Federal Regulations Part 200- Emergency Solutions Grant Program*. (n.d.). National

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*24 Code of Federal Regulations Part 576 - Emergency Solutions Grant Program*. (n.d.). National

Archives and Records Administration. <https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-576>.

## **Appendix A**

### **Frequently Asked Questions**

The purpose of this Appendix is to provide ESG subrecipients with a list of frequently asked questions submitted to the HUD. If your question still stands after reviewing this document, please contact the OHS Program Specialist for your contract.

U.S. Department of Housing and Urban Development ESG FAQs:  
[https://www.hud.gov/program\\_offices/comm\\_planning/esg/faqs](https://www.hud.gov/program_offices/comm_planning/esg/faqs)

## Appendix B

### Ineligible Costs

The purpose of this Appendix is to provide ESG subrecipients with a list of ineligible costs. This is not an exhaustive list. For further clarifications and list of ineligible expenses, please see 24 CFR 576 and 2 CFR 200. If you still have questions after reviewing this document, please contact the OHS Program Specialist for your contract.

- Direct cash assistance to program participants;
- Gift cards of any kind;
- Costs that were incurred outside of the contract period;
- More than two months of a security deposit;
- Costs related to mortgages;
- Eviction costs;
- Construction or rehabilitation of buildings;
- Credit card bills or another consumer debt;
- Extensive car repairs for participant households (beyond the eligible \$1,200 in repairs/maintenance);
- Car payments for participants;
- Home care and home health aides are typically used to provide care in support of daily living activities (Note: This includes care that is focused on treatment for an injury or illness, rehabilitation, or other assistance generally required to assist those with handicaps or other physical limitations.);
- Food, water, and beverages including food provided at staff and other meetings or trainings (Note: This excludes food, water, and beverages kept as a qualified emergency supply);
- Appliances and food, water, or other items purchased for staff use (i.e., refrigerators, water dispensers, coffee makers, microwave ovens, ovens, etc.);
- Pet care, including additional deposit for pet;
- Entertainment activities;
- Petty cash for program staff;
- Legal services for immigration and citizenship matters;
- Retainer fee arrangements and contingency fee arrangements;
- Inpatient detoxification and other inpatient drug or alcohol treatment;
- Transportation costs for participants (e.g., bus, train);
- Payment of temporary storage fees in arrears;
- Property damages incurred by a program participant;
- Credit repair that is associated with the payment or modification of a debt;
- Furniture and other household goods;
- Late fees or late payment penalties;
- Storage fees;
- Parking fees;
- Entertainment package fees;
- Insurance fees;

## Appendix C

### Form Templates

The purpose of this Appendix is to provide ESG subrecipients templates of common forms used to be compliant with ESG regulations and requirements. If you need additional guidance on navigating these forms or need access to a template not listed here, please contact the OHS Program Specialist for your contract.

Document	Resource Link
Asset Worksheet	See Appendix D
Conflict of Interest Form	See Appendix E
Domestic Violence Form	See Appendix F
Inspection Checklist	<a href="https://www.hud.gov/sites/dfiles/OCHCO/documents/52580.PDF">https://www.hud.gov/sites/dfiles/OCHCO/documents/52580.PDF</a>
Rental Assistance Agreement	See Appendix G
Literally Homeless Self-Certification (RRH)	See Appendix H
Literally Homeless Certification (RRH)	See Appendix I
Homeless Certification (combined with domestic violence form)	See Appendix J
Household Composition Form	<a href="https://www.hud.gov/sites/documents/93101.PDF">https://www.hud.gov/sites/documents/93101.PDF</a>
Income Certification	<a href="https://www.hud.gov/sites/documents/93101.PDF">https://www.hud.gov/sites/documents/93101.PDF</a>
Lead-Based Paint Form	See Appendix K
Housing Stability Plan	See Appendix L
Housing/Unit Eligibility Form	See Appendix M
Certification of Zero Income	See Appendix N

## Appendix D

### Asset Worksheet

#### Asset Worksheet

*Instructions: Please complete if household currently has assets. Include assets for all household members. Amounts listed in worksheet should match attached supporting documentation.*

Head of Household: \_\_\_\_\_

**Assets Include:**

- Current amounts in saving accounts and the average balance for the last six months for checking accounts. Also include cash held at home or in a safe deposit box.
- Cash value of revocable trust. A revocable trust can be changed by the grantor at any time and is therefore counted as an asset.
- Equity in real property or other capital investments. Equity is the estimated current market value of the asset less than the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
- Stocks, bonds, savings certificates, money market funds and other investment accounts.
- IRA, Keogh and similar retirement savings accounts, even though the withdrawal would result in a penalty.
- Some contributions to company retirement/pension funds. Include contributions while an individual is employed, count only the amount the family can withdraw without retiring or terminating employment. After retirement or terminating, count as an asset any amount the employee elects to receive as a lump sum.
- Surrender value of whole life or universal insurance policy.
- Personal property held as an investment (such as gems, jewelry, coin collections, antiques, etc.).
- Lump sum receipts such as inheritances, lottery winnings, capital gains, insurance settlements and other lump sum amounts.
- Assets disposed of for less than fair market value during the two years preceding certification or re-certification. The amount counted as an asset is the difference between the cash value and the amount actually received.
- Assets, which although owned by more than one person, allow unrestricted access by the applicant.

Asset Type	Total Value	Fees or Penalties	Cash Value (total value – penalties)	Interest Rate	Actual Asset Income (cash value X interest rate)
<b>TOTALS</b>				N/A	

Imputed Value = Cash Value X \_\_\_\_\_ % =  
(passbook rate)

USE IMPUTED IF TOTAL CASH VALUE IS OVER \$5000 AND GREATER THAN ACTUAL ASSET INCOME

OR

Total Actual Asset Income =

USE ACTUAL IF TOTAL CASH VALUE IS UNDER \$5000 OR GREATER THAN IMPUTED VALUE

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

VI 2023



## Appendix E

### Conflict of Interest

#### Conflict of Interest

*Instructions: Please complete this form to the best of your knowledge.*

Head of Household Name: \_\_\_\_\_ Client Id: \_\_\_\_\_  
Landlord: \_\_\_\_\_ Unit Address: \_\_\_\_\_

By signing this Agreement, the Landlord verifies that the Landlord and/or its agent executing this Agreement on the Landlord's behalf, is not related to or affiliated with any staff or board member of \_\_\_\_\_. The Landlord verifies that it does not have any conflicts of interest with \_\_\_\_\_ or its affiliated entities. The Landlord verifies that they do not have a prior or current relationship with the Participant.

Landlord Printed Name: _____	Date: _____
Landlord Signature: _____	
Staff Printed Name: _____	Date: _____
Staff Signature: _____	

V1 2023





## Appendix F

### Domestic Violence Certification

#### Domestic Violence Certification

*Instructions: Please complete if you are a third party OR self-verifying an experience of domestic violence.*

Participant Name: \_\_\_\_\_

#### *Goal of Form:*

*The goal of the category Families Fleeing Domestic Violence is to ensure safety for all participants assisted through the \_\_\_\_\_ Program. A participant household experiencing domestic violence receives special consideration in \_\_\_\_\_ with regards to supportive services. This is a consideration designed for participants fleeing a domestic violence situation midstream during their \_\_\_\_\_ participation such that the original participant household breaks apart. Under this policy, the victim of domestic violence, if forming a new participant household, will have the "tolling period" for \_\_\_\_\_'s temporary financial assistance reset back to the beginning. The "tolling period" refers to the limited timeline of months for paying temporary financial assistance within a 12-month or 2-year period. For these newly formed households, that timeline begins again at zero months. Furthermore, any household fleeing a domestic violence situation is considered literally homeless and enrolled as a Rapid re-housing household.*

*When certifying the situation that the household is facing, it is important for \_\_\_\_\_ providers to ensure safety of the affected family at all times. Note that this form only requires third party verification (e.g. statement from a social worker, police report, legal service provider), in cases where performing this due diligence does not jeopardize the safety of household members. If third party verification is not available, it is acceptable for participants to provide a self-certification as to their circumstances.*

Please check the below box if you acknowledge that:

- I am in a household that is currently enrolled in the \_\_\_\_\_ program and I am fleeing a domestic violence situation I have attached third party verification attesting to my situation OR have completed the certification below signed by a third party with knowledge of my current circumstances.

Check only one:

#### Third Party Verification

- I certify that I have direct knowledge of the situation above named household member is facing and can attest to the fact that this person/household is fleeing a domestic violence situation.

*\*\*Please fill out the below sections if selecting third party verification\*\**

Agency/Program Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

_____	_____
-------	-------

Authorized Representative Signature

Date

V1 2023



Appendix F Continued

Domestic Violence Certification

Self Verification

I am in a household that is currently enrolled in the \_\_\_\_\_ program and I am fleeing a domestic violence situation. As my safety would be jeopardized by gathering third party documentation, I am self-certifying to the fact that I am fleeing a domestic violence situation.

*\*\*Please sign and date below to certify that the information above and any other information you provided to the \_\_\_\_\_ program is true, accurate, and complete\*\**

--	--

Participant Signature

Date

\_\_\_\_ Staff Certification

Please check the below box to acknowledge that:

I understand that third-party verification is the preferred method when certifying that the participant is fleeing a domestic violence situation. Due to the high risk nature of the situation, due diligence to gather third-party documentation was completed only to the extent that it did not jeopardize the safety of the household member(s).

Staff Signature: _____	Date: _____
------------------------	-------------

V1 2023



## Appendix G

### Rental Assistance Agreement

#### Rental Assistance Agreement

*Instructions: This form outlines the terms under which \_\_\_\_\_ provides assistance. Landlords should review and complete for each participant and unit. This Rental Assistance Contract is entered into between \_\_\_\_\_ and the Landlord identified below. This Agreement applies only to the household and the dwelling unit listed below.*

Head of Household Name: \_\_\_\_\_ Client Id: \_\_\_\_\_  
Landlord: \_\_\_\_\_ Unit Address: \_\_\_\_\_  
Total Rent: \_\_\_\_\_ Agency Portion: \_\_\_\_\_ Participant Portion: \_\_\_\_\_

#### Term

This Agreement begins on the same date as the Lease between Landlord and Participant. The Agreement automatically terminates upon any of the following conditions:

1. Participant moves out of the unit;
2. Lease terminates and is not renewed;
3. \_\_\_\_\_ determines the Participant is not eligible to receive ongoing assistance; or
4. If enrolled in rapid re-housing, the Participant reaches 24 months in the program.

#### Participation Requirements

The Participant must have a legally binding written lease with the Landlord for the unit listed above for \_\_\_\_\_ to make rental assistance payments on the Participant's behalf. Leases must be at least one year, unless the Landlord and Participant mutually agree to a shorter period. Rent must be within Fair Market Limits (FMR) for the Emergency Solutions Grants (ESG) program and determined to meet rent reasonableness standards. Rent for all other programs must be determined to meet rent reasonableness standards only.

#### Unit Habitability

The unit listed above must remain in compliance with Housing Quality Standards outlined at 24 CFR 982.401 and 24 CFR 576.403(c). \_\_\_\_\_ will conduct initial and annual inspections to ensure that the unit complies with the standards outlined above.

#### Notices

The Landlord agrees to provide \_\_\_\_\_ a copy of any notice provided to the Participant and/or any complaint used under state or local law to commence an eviction action. Notices should be emailed to \_\_\_\_\_.

V1 2023



## Appendix G Continued

### Rental Assistance Agreement

#### Payments

\_\_\_\_\_ agrees to make timely payments per the requirements of the lease, including the payment due date, grace period, and late payment penalty requirements, while the Participant is eligible for assistance. All penalty fees are made with non-public funds. \_\_\_\_\_ is not responsible for any defaults of the Participant or any penalty fees resulting from said Participant default.

#### Violence Against Women Act (VOWA)

The Landlord may not consider incidents of domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy, or occupancy rights of the victim of abuse.

The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of the Participant’s household or any guest or other person under the Participant’s control, cause for termination of assistance, tenancy, or occupancy rights if the Participant or an immediate member of the Participant’s family is the victim or threatened victim of that abuse. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form or other documentation as noted be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Nothing in this Agreement limits the Landlord’s ability to proceed with eviction or other actions not directly related to the Participant’s status as a victim of domestic violence, dating violence, sexual assault, or stalking.

#### Conflict of Interest

By signing this Agreement, the Landlord verifies that the Landlord and/or its agent executing this Agreement on Landlord’s behalf, is not related to or affiliated with any staff or board member of \_\_\_\_\_. The Landlord verifies that it does not have any conflicts of interest with \_\_\_\_\_ or its affiliated entities. The Landlord verifies that they do not have a prior or current relationship with the Participant.

#### Prohibited Lease Terms

Any provisions of the lease which fall within the classifications below shall not apply and not be enforced by the Landlord during the time in which the Participant is receiving assistance from \_\_\_\_\_:

- Consent by the Participant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease;

V1 2023



**Appendix G Continued**

**Rental Assistance Agreement**

- Agreement by the Participant that the Landlord may take or hold the Participant's property, or may sell such property without notice to the Participant and a court decision on the rights of the parties;
- Agreement by the Participant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the Participant to that the Landlord may institute a lawsuit without notice to the Participant;
- Agreement by the Participant that the Landlord may evict the Participant family without instituting a civil court proceedings in which the Participant has the opportunity to present a defense or before a decision by the court on the rights of the parties;
- Authorization to the Landlord to waive the Participant's right to a trial by jury;
- Authorization to the Landlord to waive the Participant's right to appeal a court decision or waive the Participant's right to sue to prevent a judgment from being put into effect; and
- Agreement by the Participant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Participant wins.

Landlord Printed Name: _____	Date: _____
Landlord Signature: _____	
Staff Printed Name: _____	Date: _____
Staff Signature: _____	

V1 2023



## Appendix H

### Literally Homeless Self-Certification (RRH)

#### Literally Homeless Self-Certification

**\*\*This form is to used only for Rapid Rehousing\*\***

*Instructions: Complete this self-certification if third party documentation (i.e., written or oral verification) cannot be obtained from an appropriate third party. \_\_\_\_\_ applicants may self-certify their current "literally homeless" status per one of the categories below and as defined in the \_\_\_\_\_ program guide. \_\_\_\_\_ staff should review this form with applicants and assist in completing, as needed. Applicants must sign and date this form.*

Participant Name: \_\_\_\_\_

I certify that (check one only)

- I (we) am living in a car, park, abandoned building, bus/train station, airport, camping group, or other place not designed for or ordinarily used as a regular sleeping accommodation, or am fleeing or attempting to flee a domestic violence situation.

Description of you are staying: \_\_\_\_\_  
\_\_\_\_\_

- I (we) am staying in an emergency shelter OR a transitional housing program for people who are homeless OR a hotel or motel that is paid for by a charity or government program.

Name of Shelter, Transitional Housing or Hotel/Motel: \_\_\_\_\_

Location of Shelter, Transitional Housing or Hotel/Motel: \_\_\_\_\_

Name of Charity/Program Paying for Hotel or Motel (if applicable): \_\_\_\_\_

- Is exiting an institution where I have been staying for 90 days or less AND I stayed in an emergency shelter OR a place not designed for or ordinarily used as a regular sleeping accommodation *immediately prior* to entering that institution

Name of Institution: \_\_\_\_\_

Location of Institution: \_\_\_\_\_

Date of Admission to Institution: \_\_\_\_\_

Description of Unsheltered Location: \_\_\_\_\_

Shelter Location: \_\_\_\_\_

Shelter Location: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V1 2023



## Appendix I

### Literally Homeless Certification (RRH)

#### Literally Homeless Certification

**\*\*This form is to used only for Rapid Rehousing\*\***

*Instructions: This form is to certify, via a third party, that the below named applicant is currently "literally homeless" as defined in the \_\_\_\_\_ program guide's description of eligibility for \_\_\_\_\_ Rapid Re-housing. The third party completing this form must check one box below, provide a description, and sign and date this form.*

Participant Name: \_\_\_\_\_

I certify that the person named above and any household members with that person (check only one):

- Is living in a car, living in a car, park, abandoned building, bus/train station, airport, camping ground, or other place not designed for or ordinarily used as a regular sleeping accommodation, or am fleeing or attempting to flee a domestic violence situation.

Description of where applicant is staying: \_\_\_\_\_  
\_\_\_\_\_

Agency/Program Name: \_\_\_\_\_

Authorized Agency Representative Printed Name: \_\_\_\_\_

_____	_____
-------	-------

Authorized Agency Representative Signature

Date

- Is staying in an emergency shelter OR a transitional housing program for people who are homeless (coming from streets or shelter) OR a hotel or motel that is paid for by a charity or government program.

Name of Shelter, Transitional Housing or Hotel/Motel: \_\_\_\_\_

Location of Shelter, Transitional Housing or Hotel/Motel: \_\_\_\_\_

Name of Charity/Program Paying for Hotel or Motel (if applicable): \_\_\_\_\_

_____	_____
-------	-------

Authorized Agency Representative Signature

Date

V1 2023



Appendix I Continued

Literally Homeless Certification (RRH)

Is exiting an institution where they have been staying for 90 days or less AND they stayed in an emergency shelter OR a place not designed for or ordinarily used as a regular sleeping accommodation *immediately prior* to entering that institution

Name of Institution: \_\_\_\_\_

Location of Institution: \_\_\_\_\_

Date of Admission to Institution: \_\_\_\_\_

Description of Unsheltered Location: \_\_\_\_\_

Shelter Location: \_\_\_\_\_

Location: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V1 2023





## Appendix J

### Homeless Certification with Domestic Violence Form Included

#### Homeless Certification

Head of Household Name: \_\_\_\_\_ Client Id: \_\_\_\_\_  
Household Size: \_\_\_\_\_

*Select only one living situation and complete only that section.*

#### **Living Situation: Place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks).**

- The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) 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 station, airport, or campground.

Description of current living situation: \_\_\_\_\_

Homeless Street Outreach Program Name: \_\_\_\_\_

*This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, etc.*

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Living Situation: Emergency Shelter/Domestic Violence Shelter**

- The person(s) named above is/are currently living in a supervised publicly or privately operated shelter as follows:

Emergency Shelter/Domestic Violence Shelter Program Name: \_\_\_\_\_

*This emergency/domestic violence shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Emergency Shelter).*

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V1 2023



Appendix J Continued

Homeless Certification with Domestic Violence Form Included

**Living Situation: Institutional Setting**

- The person(s) named above is/are currently living in an institution, has been residing in it for no more than 90 days (or no more than 120 days while the COVID-19 program waivers are valid) and was residing in a homeless location immediately prior to entering the institution.

Institution Name: \_\_\_\_\_

- Hospital
- Substance Abuse Treatment Facility
- Jail/Prison
- Psychiatric Facility
- Fostercare

Immediately prior to entering the institution, the person(s) named above was/were residing in:

- Emergency Shelter
- A place unfit for human habitation

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Living Situation: GPD/Permanent Housing**

- The person(s) named above is/are currently living in a permanent housing program or GPD for persons who are formerly homeless.

Permanent Housing/GPD Program Name: \_\_\_\_\_

*This GPD/permanent housing program must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory.*

Immediately prior to entering GPD/permanent housing program, the person(s) named above was/were residing in:

- Emergency shelter or
- A place unfit for human habitation

Authorized Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V1 2023



## Appendix K

### Lead-Based Paint Disclosure

#### Lead-Based Paint Disclosure

*Instructions: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Participants must receive a federally approved pamphlet on lead poisoning prevention.*

Head of Household Name: \_\_\_\_\_ Client ID: \_\_\_\_\_  
Landlord: \_\_\_\_\_ Unit Address: \_\_\_\_\_

#### Landlord Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards (select one):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
\_\_\_\_\_

OR

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the landlord (check (i) or (ii) below):

i. Landlord has provided the participant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_  
\_\_\_\_\_

OR

ii. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

\_\_\_\_\_ has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of their responsibility to ensure compliance.

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V1 2023



## Appendix L

### Housing Stability Plan

#### Housing Stability Plan

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*It is the policy of the State of Utah to support a Housing First model in the approach to addressing and ending homelessness. Housing First establishes housing stability as the primary intervention in working with people experiencing homelessness.*

#### Introduction

Any Housing Stability Plan should have the following key characteristics:

1. The ultimate goal is to obtain and/or retain permanent housing.
2. If the household is living in a situation that jeopardizes their safety, such as on the streets, the initial Plan must focus on immediate resolution of the crisis.
3. If the household is at imminent risk of losing housing that they can and should keep, the initial Plan must focus on preserving that housing.
4. Intermediate goals are designed to achieve milestones that are necessary to obtain or retain permanent housing.
5. Program participants have input and final decision for all goals, actions steps and timelines.
6. Action steps to achieve goals are clear, simple-to-understand, measurable, and can be accomplished within a relatively short period of time.
7. Case manager and/or participant responsibility is designated for each action step.
8. A target date is set for completion (or review) of the steps and the overall Plan.

V1 2023



## Appendix L Continued

### Housing Stability Plan

#### Reasonable Plan

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Case Manager Name: \_\_\_\_\_

Purpose of this plan; please select one:

- Crisis Plan to Assure Safety       Prevention of Homelessness  
 Rapid Re-Housing       Follow-up Plan for Longer-Term Housing Stability

Goals:		
Action Steps	Person Responsible	Target Date for Completion/Review
Next Review and Plan Update (Date/Place):		
Participant Signature: _____		

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

V1 2023



## Appendix M

### Housing/Unit Eligibility Form

#### Unit Eligibility

Head of Household Name: \_\_\_\_\_ Client Id \_\_\_\_\_  
 Approved Beds: \_\_\_\_\_  
 Address, City, Zip Code: \_\_\_\_\_ Unit Number: \_\_\_\_\_  
 Property Name: \_\_\_\_\_ Landlord/Agent Name: \_\_\_\_\_  
 Deposit Amount: \_\_\_\_\_ Prorate Amount: \_\_\_\_\_ Rent Amount: \_\_\_\_\_ Participant Portion: \_\_\_\_\_

Fair Market Rent by Unit Bedrooms					
Utilities Included	Studio	1 Bed	2 Bed	3 Bed	4 Bed
Single Family Home/Mobile Home					
W/S/T					
None					
Semi-Detached/Duplex/Triplex/Fourplex					
W/S/T					
None					
High-Rise/Low-Rise/Row-House/Townhouse					
W/S/T					
None					

**Rental Move-in or Renewal**

- |   |  |
|---|--|
| <input type="checkbox"/> HQS Inspection<br><input type="checkbox"/> Photos<br><input type="checkbox"/> Affordable Housing Checklist<br><input type="checkbox"/> Lead-Based Paint Disclosure<br><input type="checkbox"/> Rent Reasonableness<br><input type="checkbox"/> _____ County Assessor | <input type="checkbox"/> Rental Assistance Agreement<br><input type="checkbox"/> Breakdown of Expenses<br><input type="checkbox"/> W-9<br><input type="checkbox"/> ACH to Accounting<br><input type="checkbox"/> City Business or License<br><input type="checkbox"/> Not Required by City |
|---|--|

**Leasing**

- |  |   |
|--|---|
| <input type="checkbox"/> Master Lease<br><input type="checkbox"/> Occupancy Agreement<br><input type="checkbox"/> HQS Inspection<br><input type="checkbox"/> Photos<br><input type="checkbox"/> Affordable Housing Checklist<br><input type="checkbox"/> Lead-Based Paint Disclosure<br><input type="checkbox"/> Rent Reasonableness | <input type="checkbox"/> _____ County Assessor<br><input type="checkbox"/> Rental Assistance Agreement<br><input type="checkbox"/> Breakdown of Expenses<br><input type="checkbox"/> W-9<br><input type="checkbox"/> ACH to Accounting<br><input type="checkbox"/> City Business License<br><input type="checkbox"/> Not Required by City |
|--|---|

V1 2023



## Appendix M Continued

### Housing/Unit Eligibility Form

I certify I certify that the above unit meets program eligibility requirements. To the best of my knowledge and ability, all of the information used in making this eligibility determination is true and complete. I am not related to the housing provider through family, business, or other personal ties. To the best of my knowledge and ability, neither I nor anyone related to me has received or will receive any financial benefit for this eligibility determination. I understand that fraud is investigated by the VA, HUD, and the OIG. I understand that if any of the certifications are found to be false, I will be subject to criminal, civil, and administrative penalties and sanctions.

Staff Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Staff Signature: \_\_\_\_\_

Supervisor Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor Signature: \_\_\_\_\_

#### Remaining Checklist Items:

- Lease received On: \_\_\_\_\_
- Head of household signature received
- Leased signed on or after approval date
- Lease is 12 months old
- Lease is signed by both parties
- Utilities match rent reasonableness—if no, do new rent reasonableness based on utilities in lease

Lease Reviewer Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Lease Reviewer Signature: \_\_\_\_\_

V1 2023



## Appendix N

### Certification of Zero Income

#### Certification of Zero Income

Head of Household Name: \_\_\_\_\_ Client ID: \_\_\_\_\_

**Within the next 12 months, will you receive income from any of the following sources?**

- Yes  No Wages, bonus, commissions, tips, etc.
- Yes  No Self-employment (includes Uber/Lyft, online sales, etc.)
- Yes  No Unemployment Benefits
- Yes  No Annuities, insurance policies, stocks, etc.
- Yes  No Worker's Compensation
- Yes  No Pensions, IRA, 401K
- Yes  No Disability Payments
- Yes  No Income from rental property
- Yes  No Alimony
- Yes  No Death Benefits
- Yes  No Child Support
- Yes  No Interest/dividends from assets, including bank accounts
- Yes  No Social Security
- Yes  No Direct Sales Consulting such as Mary Kay, Tupperware, Pampered Chef, etc.
- Yes  No Help with paying bills or other expenses or regular gifts of money from family or friends who don't live with you (including online donations such as GoFundMe or through a local bank) Work for cash (babysitting, lawncare, etc.)
- Yes  No Any other source/Anticipated income (if yes, explain): \_\_\_\_\_

**Mark the ONE statement that applies to you:**

- I do not expect to have any source of income in the next 12 months
- I have been hired for a new job or I will be receiving another source of income soon. I will give you more information for verification purposes.

**If you have checked "No" for each source of income in Section A and you do not expect to have any source of income in the next 12 months, explain how you will pay for the following):**

*Write "NA" if the cost does not apply to you or your household.*

Rent (including garage rent, if applicable): \_\_\_\_\_

Utilities: \_\_\_\_\_

Food: \_\_\_\_\_

Clothing: \_\_\_\_\_

School Supplies: \_\_\_\_\_

Cell Phone or Phone: \_\_\_\_\_

Medical Care: \_\_\_\_\_

Medications/Prescriptions: \_\_\_\_\_

Personal Care Products (i.e., shampoo, toothpaste): \_\_\_\_\_

V1 2023





**Appendix N Continued**

**Certification of Zero Income**

Vehicle Expenses: \_\_\_\_\_  
Payments of Credit Card Balances: \_\_\_\_\_  
Other Expenses not Listed Above: \_\_\_\_\_

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. I further understand that providing false representations constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of my lease agreement. I understand that I may be required to periodically update this information as requested by the owner/agent.

Printed Name of Applicant/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Applicant/Tenant: \_\_\_\_\_

Staff Signature: _____	Date: _____
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V1 2023

