

AGREEMENT
BETWEEN HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC., AND
SEMINOLE COUNTY **for**
HUD CONTINUUM OF CARE PROGRAM GRANT- FL0562L4H072106 (2022-23)

THIS AGREEMENT ("Agreement" or "Sub-recipient Agreement") is entered into by and between the Homeless Services Network of Central Florida, Inc., a Florida not-for-profit corporation ("HSN" and/or "Grantee"), and **Seminole County**, a Florida local jurisdiction ("Sub-recipient" and/or "County").

Section 1. GENERAL INFORMATION

Purpose: HOMELESS SERVICES

Project Name: RAPID REHOUSING

Sub-recipient Name and Contact Information:

SEMINOLE COUNTY

CARRIE LONGSWORTH, (407) 665-2300

clongsworth@seminolecountyfl.gov

Date of Sub-recipient Agreement: 11/9/2022

Project Start/Contract Effective Date: 11/1/2022

Project End Date: 10/31/2023

Population to be Served: homeless individuals and families, victims of DV

Activities to be Funded: Rapid Re-Housing Supportive Services

Funding Amount: \$35,457

a. Method of Payment - Funding Sources made available for Sub-recipient Agreement:

Funding Source	Sub-recipient award \$ amount
1. <input type="checkbox"/> U.S. Department of Housing and Urban Development ("U.S. HUD"), Emergency Solutions Grant Program ("ESG), by and through Orange County, Florida, via grant agreement with HSN, Contract #TBD;	\$
2. <input type="checkbox"/> U.S. HUD, ESG Programs, by and through Florida Department of Children and Families, via grant agreement with HSN, Contract #GPZ47;	\$

3. <input type="checkbox"/> U.S. HUD, ESG Program, by and through the City of Orlando, Florida, via grant agreement with HSN, Contract #TBD;	\$
4. <input type="checkbox"/> U.S. HUD, CDBG Program, by and through the City of Orlando, Florida, via grant agreement with HSN, Contract #TBD;	\$
5. <input type="checkbox"/> Orange County Supportive Services for Permanent Supportive Housing, Contract #Y20-1098;	\$
6. <input type="checkbox"/> Orange County Rapid Rehousing Assistance, Contract #Y20-109;	\$
7. <input type="checkbox"/> Day 1 Family Fund, via grant agreement with HSN; or	\$
8. <input type="checkbox"/> Any other sources of funding to be made available to the COVID-19 Project via future amendment to this Agreement	\$
9. <input type="checkbox"/> Support Services for Veterans Families (SSVF)-Veterans Affairs Homeless Programs, via grant agreement with HSN, Contract #: 18-FL-023	\$
10. <input checked="" type="checkbox"/> HUD Continuum of Care	\$35,457

i. For each box checked in paragraph a., Project activities performed by or in coordination with Sub-recipient are to be funded by the corresponding Grant. Said contracts are hereby incorporated into this Sub-recipient Agreement, and copies of the applicable contracts as identified in paragraph A, Method of Payment, shall be supplied to the Sub-recipient.

ii. To the fullest extent not otherwise prohibited by any applicable contract identified in paragraph A, Method of Payment above, activities performed under this Agreement shall be performed in a manner consistent with the following:

- ESG Interim Rule and the Act. ([ESG Interim Rule](#))
- CoC Interim Rule and the Act. ([Continuum of Care Interim Rule](#))
- Support Services for Veteran Families (SSVF) Program Guide ([SSVF Program Guide](#))
- Orange County guidance from the Office of Homelessness and Mental Health Services and the Orange County Office of the Comptroller.

iii. Additional funds may be made available under this Agreement for activities performed by or in tandem with Sub-recipient, whether or not such funds are provided directly to Sub-recipient. For example: HSN may make payments for bridge housing, housing, or other expenses on behalf of program participants. Such payments will be coordinated between HSN and the sub-recipient case manager.

b. Attachments reference in Sub-recipient Agreement:

	Attachment ID	Attachment Name	Read Only	Initial and Return to HSN	Sign and/or Return to HSN

	Attachment ID	Attachment Name	Read Only	Initial and Return to HSN	Sign and/or Return to HSN
<input checked="" type="checkbox"/>	A	Project Description/Project Summary	X		
<input checked="" type="checkbox"/>	B	Project Line-Item Budget		X	
<input checked="" type="checkbox"/>	C	HMIS-Related Requirements		X	
<input checked="" type="checkbox"/>	D	Required Documents and Forms: RRH, PSH, TH-ROPAL and SSO-CMO	X		
<input checked="" type="checkbox"/>	E	Requirements Related to Adoption of a Housing First Approach to Project Operations		X	
<input checked="" type="checkbox"/>	F	Interim RRH or PSH Standards and Policies	X		
<input checked="" type="checkbox"/>	G	Project Specific Roles and Responsibilities	X		
<input checked="" type="checkbox"/>	H	Housing Stability Case Management Scope of Work		X	
<input type="checkbox"/>	I	Bridge Housing Operations Scope of Work		X	
<input type="checkbox"/>	J	Housing Navigation Scope of Work (CES Family Navigation)		X	
<input type="checkbox"/>	K	Street Outreach Scope of Work		X	
<input type="checkbox"/>	L	Housing Placement and Stabilization Facilitation Scope of Work		X	
<input type="checkbox"/>	M	Homelessness Diversion Scope of Work (Family)		X	
<input type="checkbox"/>	N	SSVF Health Care Navigator Functional Statement	X		
<input type="checkbox"/>	O	Non-congregate Shelter Scope of Work		X	
<input type="checkbox"/>	A-1.1	DCF related requirements		X	
<input checked="" type="checkbox"/>	HUD Form 50070	Certification for a Drug Free Workplace			
<input type="checkbox"/>	VA Form 40-0895-8	VA Certification Regarding Drug-Free Workplace Requirements			X
<input checked="" type="checkbox"/>	HUD Form SF-LLL OMB 0348-0046	Disclosure of Lobbying Activities			X
<input type="checkbox"/>	CF-1649	DCF Affidavit of Good Moral Character			X

	Attachment ID	Attachment Name	Read Only	Initial and Return to HSN	Sign and/or Return to HSN
<input checked="" type="checkbox"/>	HUD Form 2922	Certification Regarding Debarment and Suspension			X
<input type="checkbox"/>	VA Form 40-0895-12	VA Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion			X
<input type="checkbox"/>	HIPPA	HIPPA Agreement/ HIPPA Contract/ HIPPA Forms			As directed/regulated by Grantor
<input type="checkbox"/>	IRS 501(c)(3) determination letter	Proof of tax-exempt status			X
<input type="checkbox"/>	Request for Reference Check form (CF 774)	Level 2 Employment Screening			As directed/regulated by Grantor
<input type="checkbox"/>	CF 1123	DCF state Certification Regarding Lobbying			As directed/regulated by Grantor
<input type="checkbox"/>	CF 1125	DCF state Certification Regarding Debarment			As directed/regulated by Grantor
<input type="checkbox"/>	CF 112	DCF state - Access Confidentiality and Nondisclosure Agreement			As directed/regulated by Grantor
<input type="checkbox"/>	Annex	Affidavit concerning employment of unauthorized aliens			As directed/regulated by Grantor
<input type="checkbox"/>	Annex	Units of Deliverables list			X
<input type="checkbox"/>	Contract	GPZ-47 contract and associated amendment(s) between HSN and DCF	X		
<input type="checkbox"/>	Annex	TANF Homelessness Prevention - Case Managers Checklist	X		
<input type="checkbox"/>	Annex	TANF Homelessness Prevention - Application & Eligibility Form	X		

Section 2. Definitions.

- a. Whenever used in this Agreement:
- i. "Grant funds" mean an award of financial assistance by HSN to Sub-recipient as provided under this Agreement.

- ii. "Grant agreements" means one or more certain agreements between HSN and federal, state, or local government agencies or foundations that give rise to and provide the source of any Grant funds expected to be made available under this Agreement.
- iii. "Participant" means an individual or family receiving housing assistance or services through the Project.
- iv. "At risk of Homelessness" means an individual or family that meets the conditions and/or situations defined in 24 CFR 576.2.
- v. "Literally Homeless" means an individual or family that meets either of conditions (1), (2), (3) or (4) of the definition of homelessness as set forth in 24 CFR 576.2 and meets criteria or requirements of the funding source identified in Section 1a. [Link to 24 CFR 576.2](#).
 - (Condition 1) In general terms, a Literally Homeless person currently resides in an emergency shelter, on the streets or in a place not intended for human habitation.
 - (Condition 2) (2) An individual or family who will imminently lose their primary nighttime residence, provide the individual/family meets situations defined in 24 CFR 576.2.
 - (Condition 3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who meet situations defined in 24 CFR 576.2.
 - (Condition 4) Where the program participant qualified under paragraph (4) of the definition of homeless in 24 CFR 576.2 and **was served by a victim service provider**. The program participant was fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence; lacked the resources or support networks necessary to obtain other housing; and had not identified a subsequent residence.
 - OTHER: A very low income Veteran or a member of veteran family, as described in SSVF Program Guide, II. Program Overview and V. Participant Eligibility
- vi. "Homelessness Response Assistance" means any eligible good or service purchased using Grant funds for the purposes set forth herein.
- vii. "Homeless Management Information System" or "HMIS" means the program participant information system designated by the Continuum of Care to comply with the requirements prescribed by HUD.
- viii. "Act" means the McKinney-Vento Homeless Assistance Act, as amended by P.L. 107-110 and S.896, The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, as amended.
- ix. "ESG Interim Rule" means 24 CFR Part 576, as amended.
- x. "CoC Interim Rule" means 24 CFR Part 578, as amended.
- xi. "CES Registry Management process" means one of any number of processes whereby the CES generates and maintains a prioritized by-name list of applicable individuals or families that meet particular targeting criteria and are matched to appropriate services and housing in keeping with that prioritization.

b. Terms used but not expressly defined in this Agreement shall have the same meanings as set forth in

the ESG Interim Rule, if defined therein.

Section 3. Roles, Responsibilities, Policies, Activities, and Performance Outcomes.

a. Generally

- i. Funds are to be made available to Sub-recipient for the performance of the activities set forth in the Project Summary, which is appended hereto as Attachment A, Project Description.
- ii. Sub-recipient shall use Grant funds furnished by HSN under this Agreement to provide assistance to homeless individuals and/or families in a manner satisfactory to HSN and consistent with the ESG Interim Rule, the Act, and other standards imposed on HSN.

b. Applicable Standards and Policies

Sub-recipient shall comply with the applicable standards and policies for the activities to be performed, whichever are applicable as identified in Section 1.B, and include but not limited to Attachment F.

c. Sub-recipient Roles and Responsibilities

Sub-recipient shall have the roles and responsibilities in operating and administering its designated portion of the Project as set forth in the applicable Grant agreements and herein, including but not limited to those set forth in the Project-Specific Roles and Responsibilities, which appended hereto as Attachment G, Project-Specific Roles and Responsibilities.

d. Sub-recipient Performance

Sub-recipient shall perform the activities and contribute to the meeting of the performance outcomes set forth in Grant agreements, as may be further defined or adjusted herein, throughout the term of this Sub-recipient Agreement.

Section 4. Grant Term.

- a. For purposes of this Agreement, End Date means [10/31/2023](#) unless extended as provided for in paragraph c. below.
- b. The term of this Agreement ("Term") shall begin [11/1/2022](#) and shall end on the End Date.
- c. HSN may, in its sole discretion, on one or more occasions during the Term, elect to extend the End Date and provide Notice of same to Sub-recipient, except that Sub-recipient may decline such extension in writing within five (5) business days of receipt of Notice of Extension from HSN.
 - If extension declined by the Sub-recipient, the Term shall expire on the current End Date with no further extension.
 - At such time as the End Date is within 21 days, and no extension of the End Date is anticipated, the Parties agree to commence and actively participate in transition planning for those Participants for who are expected to remain enrolled in the Project after the End Date.

d. Selection below indicates current status of this Sub-recipient Agreement:

- New sub-recipient Agreement
- Renewal sub-recipient Agreement
- Renewal - Transition to a different funding source
- Extension of sub-recipient Agreement

Section 5. Grant Award.

a. T e r m : Subject to the terms and conditions of this Agreement, HSN shall provide up to *thirty-five thousand, four hundred and fifty-seven dollars (\$35,457.00)* Grant funds to Sub-recipient during the Term for homeless activities as described at Section 6, Eligible Costs.

b. Term Extension: In the event that the Term of this Agreement is extended pursuant to Section 4, Grant Term, the Notice of extension may include an increased Grant funding award amount that shall automatically supersede the amount provided in paragraph a. above, immediately upon extension of the Term. Sub-recipient may decline the increased funding award amount by providing written Notice to HSN within seven (7) business days of receipt of Notice of Extension from HSN.

c. Third-Party Vendors: In addition to Grant funds made directly available to Sub-recipient under paragraph a. above, HSN may also reserve an indeterminate but appropriate amount of Grant funds to pay directly to third-party vendors for eligible costs to be incurred assisting Participants assigned to Sub-recipient, as described in 1. a. iii. Payments to be made by HSN to third-party vendors on behalf of Project Participants shall be prepared and issued by HSN in coordination with Sub-recipient to the greatest extent feasible. Payments must be made in compliance with applicable requirements and parameters. Payment requests deemed by HSN to be ineligible will be adjusted or denied.

Section 6. Eligible Costs.

a. Certain types of costs are allowable and eligible to be paid under this Agreement, as indicated in each case by a checked box (☒), for the particular uses and subject to the limits and conditions set forth herein, and as further defined and specified at Project Line-Item Budget, which is appended hereto as Attachment B.

b. Eligible costs are further defined and specified by the specific rule(s) identified in Section 1.a.

iii. Including:

- ESG Interim Rule and the Act. ([ESG Interim Rule](#))
- CoC Interim Rule and the Act. ([Continuum of Care Interim Rule](#))
- Support Services for Veteran Families (SSVF) Program Guide ([SSVF Program Guide](#))
- Orange County guidance from the Office of Homelessness and Mental Health

Services and the Orange County Office of the Comptroller.

c. Eligible Activities

i. Rental Assistance.

Eligible costs include “rental assistance” and when determining specific costs, the appropriate rules for eligible costs should be used. Ex. SSVF, Continuum of Care and ESG. See 1.a. iii for link(s) to appropriate rules.

ii. Services.

A. Generally

Eligible costs include certain costs pertaining to the provision of eligible services, as itemized in this paragraph, and defined by the appropriate rule (Section 1. a. ii), and delivered in accordance with the applicable Scope of Work, which is appended hereto as Attachment H Housing Stability Case Management Scope of Work. Specific costs include salaries and wages for employees directly providing such services and their direct program supervisors, as well as associated fringe benefits provided in accordance with Sub-recipient’s adopted personnel policies and procedures, employer liabilities required by law, work-related mileage costs, eligible office expenses and operating costs, pre-approved training costs, in accordance with Attachment B, Project Line-Item Budget, as well as with Attachment G, Project-Specific Roles and Responsibilities.

B. Housing Stability Case Management.

Eligible costs include certain costs pertaining to the provision of Housing Stability Case Management services, as defined by the appropriate rule (Section 1.a, ii) and delivered in accordance with the Housing Stability Case Management Scope of Work, which is appended hereto as Attachment H.

C. Housing Navigation.

I. Eligible costs include certain costs pertaining to the provision of Housing Navigation services, in a manner consistent with Section 576.105(b)(2) of the ESG Interim Rule and delivered in accordance with the Housing Navigation Scope of Work, which is appended hereto as Attachment J, Housing Navigation Scope of Work (Family), as applicable.

II. Sub-recipient employees providing Housing Navigation services under this Agreement must also provide Housing Stability Case Management Services as described in paragraph B above. Specifically, from the date of hire until a date to be identified by HSN through the Coordinated Entry System, each such employee shall provide Housing Navigation services to the Project. Effective as of such date, said employee or their successor will subsequently provide Housing Stability Case Management services to the Project until the End Date.

D. Housing Entry and Stabilization Facilitation Services.

I. The Parties agree that many Participants transitioning from homelessness into permanent housing would benefit from the availability of additional supports and services to increase the

likelihood of smooth entry into and stabilization of their tenancy, and that additional demands and stressors associated with this period of assistance warrant the provision of additional resources for the homelessness response system in the form of housing specialist positions.

II. Eligible costs include certain costs pertaining to the provision of Housing Search and Placement Services and/or time-limited Housing Stability Case Management services, as defined:

ESG Interim Rule - 576.105(b)(1) and 576.105(b)(2) of the ESG Interim Rule, and delivered in accordance with the Housing Entry and Stabilization Facilitation Scope of Work (Attachment L) and/or the Housing Stability Case Management Scope of Work, Attachment H. ESG Interim Rule and the Act.

[\(ESG Interim Rule\)](#)

Continuum of Care (CoC) Interim Rule and the Act.

[\(Continuum of Care Interim Rule\)](#)

Support Services for Veteran Families (SSVF) Program Guide

[\(SSVF Program Guide\)](#)

Orange County guidance from the Office of Homelessness and Mental Health Services and the Orange County Office of the Comptroller.

E. Homelessness Diversion Services.

I. For purposes of this Agreement, Homelessness Diversion assistance is a form of Rapid Rehousing assistance with the aim of facilitating rapid exits from the homelessness response system, where the duration of the case management relationship with Participants is expected to be brief, and any provision of financial assistance is expected to be one-time or short-term in nature.

II. Eligible costs include certain costs pertaining to the provision of Homelessness Diversion services in a manner consistent with appropriate rule(s) as listed in Section 1.a. iii. and delivered in accordance with the Housing Entry and Stabilization Facilitation Scope of Work, Attachment L, and/or the Housing Stability Case Management Scope of Work, Attachment H.

F. Street Outreach Services.

I. Eligible costs include certain costs pertaining to the provision of Street Outreach services, as defined in by the appropriate rule(s) as listed in Section 1.a. iii and delivered in accordance with the Street Outreach Scope of Work, Attachment K.

II. In addition to the generally eligible costs listed in sub-paragraph A. above, eligible Street Outreach costs may include limited engagement costs associated with addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries and, if the agency owns a vehicle to be used for Street Outreach activities, the cost of gas, insurance, taxes and maintenance for the vehicle.

G. Hiring and Retention Incentive Funding

I. For purposes of this sub-paragraph, “qualifying position” means a position dedicated to the provision of Housing Stability Case Management, Street Outreach, or Housing Navigation services, as described at sub-paragraphs B, C, and F, respectively, where the employee holding such position:

- (a) is generally expected to regularly complete at least a 40-hour work week;
- (b) is paid through the use of Grant funding initially made available to Sub-recipient through an amendment to this Agreement dated after 10/1/2021;
- (c) is initially hired after 11/1/2021; and
- (d) remains employed in the position or other qualifying position for a minimum of 12 consecutive months prior to the End Date.

II. For purposes of Retention Incentive Funding:

(a) For each qualifying position created and filled by Sub-recipient, HSN will remit to a Sub-recipient an additional payment of up to \$ 4,000 in incentive funding upon receipt of written request.

b) Upon confirmation by HSN that Sub-recipient has retained an employee in a qualifying position, Sub-recipient is eligible to receive \$ 34,000 dollars (\$) in incentive funding upon receipt of written request.

(c) Upon confirmation by HSN that Sub-recipient has retained an employee in a qualifying position until the End Date, Sub-recipient is eligible to receive an additional four hundred dollars \$4,000 in incentive funding upon receipt of written request.

H. System Sustainability Standards

I. Generally

It is the intent of the CFCH that the regional homelessness response system be configured and resourced in a manner that promotes continuity and sustainability, and supports a trauma-informed, housing-focused, evidence-driven community of practice. To that end, the Project Line-Item Budget attached hereto provides an amount and allocation of resources expected to be sufficient to recruit, compensate and retain qualified and dedicated service professionals.

II. Specifically

Unless otherwise approved by HSN in writing, Sub-recipient agrees:

- (a) To ensure that all non-supervisory, professional service positions filled using Grant funds are full-time and pay an annualized wage rate of not less than \$35,000; and
- (b) To make all reasonable efforts to provide an appropriate range of fringe benefits to the employees holding such positions, particularly including the opportunity to secure employer-sponsored health insurance coverage.

I. Emergency Shelter Operations

I. Generally

Eligible costs include certain costs pertaining to the operations of one or more components of the agency's Emergency Shelter activity to the extent authorized under Section 576.102(a) of the ESG Interim Rule, and delivered in accordance with the CFCH Shelter Standards, which are incorporated hereto by reference.

II. Specifically

Specific eligible costs include maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

J. Homelessness Prevention

I. Generally

Eligible costs include certain costs pertaining to the operations of one or more components of the agency's Homelessness Prevention activities to the extent authorized under Section 576.103 of the ESG Interim Rule, and delivered in accordance with the CFCH Homelessness Prevention, which are incorporated hereto by reference.

K. Health Services

I. Generally

Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants to the extent authorized under Section 578.53 of the Continuum of Care Program or Section 576.102 of the ESG Interim Rule, and delivered accordingly. These include Mental Health Service and Outpatient Health Services, as defined in the regulations cited above.

L. Legal Services

I. Generally

Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants to the extent authorized under Section 578.53 of the Continuum of Care Program or Section 576.102 of the ESG Interim Rule, and delivered accordingly. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.

iii. Flexible Financial Assistance

Eligible costs include certain purchases of goods or services for or on behalf of Participants that are necessary for housing placement, stabilization, and retention, and are consistent with the appropriate rule(s) as listed in Section 1.a. ii. Depending on the funding source, the eligible costs may include the following categories:

A. Basic Assistance to Project Participants

Financial assistance in the following forms, as may be further defined by the appropriate rule(s) as listed in Section 1.a.iii. and may be provided to or on behalf of a Participant without pre-approval by HSN, provided that the total cost of all such assistance for a Participant does not exceed six hundred dollars (\$600.00):

- (1) Rental application fees;
- (2) One-time utility deposits and connection fees;
- (3) One-time moving costs, such as those pertaining to the rental of a truck or a short-term storage unit; or
- (4) Local transportation assistance in the form of a bus pass or gas for a Participant's vehicle.

B. Supplemental Assistance to Project Participants

Financial assistance set forth in Flexible Financial Assistance for Participants, which is appended hereto as Attachment B, under the conditions specified therein. Attachment B, is subject to continuous updates throughout the Term, which shall each be effective one (1) business day after receipt of Notice from HSN.

C. Additional Assistance to Project Participants

Financial assistance in the forms and amounts other than those listed in Section 6, Eligible Costs, sub-sub-paragraphs iii.A. and iii.B., subject to the requirements of applicable rule(s) as listed in Section 1.a.ii, may be provided only with express written approval in advance from HSN.

iv. Administration

Eligible administrative costs are defined within the applicable rule(s) as listed in Section 1.a.iii. To be eligible for reimbursement, administrative costs must be itemized and documented in the same manner as all other costs to be paid by HSN under this Agreement.

d. Method of Payment for Eligible Costs

HSN shall pay eligible costs incurred under this Agreement as follows:

- i. HSN shall pay any rental assistance (sub-sub-paragraph a.i.) costs via direct payment to eligible vendors.
- ii. HSN shall reimburse Sub-recipient for services (sub-sub-paragraph a.ii.) costs upon receipt of a complete and accurate invoice documenting such services rendered.
- iii. HSN shall pay flexible financial assistance (sub-sub-paragraph a.iii.) costs via:
 - A. Reimbursement of Sub-recipient for invoiced costs; or
 - B. Direct payments to eligible vendors on behalf of Sub-recipient, as set forth in Schedule B.
 - C. HSN shall reimburse Sub-recipients for invoiced administrative costs.

e. Performance Period

Unless otherwise agreed upon in writing by the Parties, to be eligible for reimbursement under this Agreement, costs must be incurred between [11/1/2022](#), or the effective date of this Agreement, whichever is earlier, and the End Date, as may be extended as set forth in Section 5, Grant Award, above.

f. Proportionate Benefit to Project

If Sub-recipient incurs particular costs such that only a portion are eligible to be paid via this Agreement, or

such that said costs will not be charged solely to the Project, the assignment of costs to be paid by this Grant must be prorated, based on the amount of time spent on or benefit derived from activities associated with such costs.

g. Ineligible Costs

Payment of certain specific costs are an ineligible use of Grant funds, regardless of whether they

- i. otherwise pertain to the performance of eligible activities described in this section. Such costs include, but are not limited to: gift cards, direct payments to Participants, and other costs prohibited by the appropriated rule(s) as included in Section 1.a.iii or by one or more Grantors. (e.g., mortgage assistance, immigration and citizenship legal services, retainer fees, contingency fee arrangements, rent application administration and/or holding fee).
- ii. Grant funds may not be used to pay any costs that are not consistent with requirements of the relevant funding sources included in Section 1.a.iii. or supplant federal or state funding otherwise available to Sub-recipient during the Term.
- iii. Grant funds may not be used to provide a duplication of benefits. For purposes of this Agreement, “duplication of benefits” means the provision of Grant-funded assistance to a Participant, where such Participant has received assistance with the same costs during the same month, and the total amount received exceeds the total need for such costs. Sub-recipient agrees to work with HSN to establish and maintain adequate procedures to prevent such duplication of benefits.

Section 7. Matching Funds.

If this box is checked, the provisions of this section shall apply to Sub-recipient with respect to this Agreement:

A. Generally

1. Sub-recipient shall provide or demonstrate the provision of the portion of eligible matching funds to the CoC Project that must be provided to comply with 24 CFR §578.73 and related Grant requirements, and do so in an amount that preserves the proportion of the matchable portion of the award amount to the matchable portion of the total CoC Project award amount.
2. Sub-recipient shall demonstrably furnish matching funds to the CoC Project in an amount not less than **twenty-five percent (25%)** of the amount(s) of Grant funds awarded to Sub-recipient at section 5 above, as may be subsequently amended.
3. Matching funds may be provided in the form of cash or in-kind services, although the provision of in-kind services shall be governed by a Memorandum of Understanding (hereinafter “MOU”) or other agreement between the Parties.
4. Sub-recipient shall submit all documentation for all match recorded during the previous month in the manner instructed by Grantee and on or before the 10th of each month.

B. Cash match

2. Sub-recipient may use funds specifically dedicated to the CoC Project from any source as match, including federal sources other than those prohibited under the CoC Interim Rule, as well as state, local and private sources, provided that funds from such sources are not statutorily prohibited from use as match, and that no other CoC Program-funded activity is simultaneously using or has previously used the same funds as a source of match.
3. Sub-recipient shall ensure that any funds purported to satisfy the match requirements of this section are eligible under the laws governing the funds for a grant awarded under the CoC Program.

C. In-kind match.

1. Sub-recipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that, if Sub-recipient were to purchase the same with grant funds, such costs would have been eligible under the CoC Interim Rule.
2. The in-kind contribution of services as match must be supported by an MOU or other agreement between Sub-recipient and any third party providing such services, whereby the latter attests to the unconditional commitment of the services to the CoC Project, including the specific nature(s) and amount(s) of services to be provided, the profession(s) of any person(s) providing the services, and the value of the services to be provided.
3. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work by Sub-recipient. If Sub-recipient does not have employees performing similar work, such rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

Throughout the Term of this Agreement, Sub-recipient shall keep and make available for inspection records documenting such provision of services

Section 8. Eligibility of Participants to Receive Assistance.

Only individuals who or households that are homeless are eligible for assistance using Grant funds as defined in paragraphs 1-4, Section 576.2 of the ESG Interim Rule and/or satisfy other funder eligibility requirements:

Section 576.2 of the ESG Interim Rule

paragraph (1)

paragraph (2)

paragraph (3)

paragraph (4)

SSVF

Continuum of Care

Other: _____

Other: _____

Individuals or households who are residing in an emergency shelter or in places not intended for human habitation are eligible. See Section 2.A.iv for further information on definitions of homelessness.

Section 9. Payments by HSN.

a. Generally

Sub-recipient understands and agrees that all requests for payment of Grant funds are to be made in accordance with Section 6, Eligible Costs, above and adopted HSN policies and workflows.

b. Cost Reimbursement

With respect to costs for which Sub-recipient will request reimbursement from HSN:

- i. Sub-recipient shall submit complete and accurate requests for reimbursement on a monthly basis via invoice to be submitted to HSN by the 10th of the month following the end of the calendar month for which expenses are to be reported, using an invoicing form and process to be provided or deemed acceptable by HSN;
- ii. Sub-recipient shall, to the greatest extent feasible, submit a separate and distinct invoice to HSN for each Grant source, described in Section 1.a. and eligible activity described in Section 6.b. from which funds are made available.
- iii. Sub-recipient understands and agrees that, while it is the intent of HSN to fully and timely reimburse Sub-recipient for all applicable and eligible expenses, any inability on the part of Sub-recipient to meet said deadline may hamper or imperil HSN's ability in that regard; and

c. Documentation of Sub-recipient Expenses

Documentation of any Sub-recipient expense must accompany the invoice in which the expense is submitted for reimbursement. Appropriate documentation includes an itemized receipt or invoice, a cancelled check or credit card statement, and any other documentation that may be required by DCF, HUD, VA or local jurisdiction. Additionally:

- i. For expenses pertaining to facilities or structures, the applicable address(es) must appear on such documentation;
- ii. For expenses pertaining to staffing and personnel, such documentation must include pay stubs and timesheets; and
- iii. For client services, including deposits, rent, utilities, etc. the participant's HMIS number be visible on the payment receipt, lease, etc.
- iv. Sub-recipient understands and agrees that the availability of funding to be provided as anticipated by this Agreement is contingent upon HSN receiving Grant funds from Grantor(s).

d. Advance Payments of Funding,

- i. When deemed appropriate and feasible by HSN in its sole discretion, HSN shall furnish Sub-recipient with an advance payment of funds to be used for flexible financial assistance for Project Participants as set forth in section 6. c. iii. above, upon receipt of an invoice requesting same. Grant

funds may not be used to provide a duplication of benefits as described in Section 6.e., Ineligible Costs.

- ii. HSN shall determine the amount of funding to be advanced to Sub-recipient, if any, and impose any conditions on their use via Attachment B, Project Line Item Budget.
- iii. In the event that the Sub-recipient fully expends the advance payment during the Term, Sub-recipient shall submit a complete and accurate accounting for and documentation of the use of said funds as set forth in paragraph e. below. Upon review of said submission, HSN in its sole discretion shall determine whether to replenish advance funds to Sub-recipient, in whole or in part, upon receipt of invoice from Sub-recipient requesting same.
- iv. Upon the conclusion of the Term, Sub-recipient shall submit a complete and accurate accounting for and documentation of the most recent advance of funding furnished to Sub-recipient and return to HSN any portion of the advance that remains unspent or that is determined to be by HSN to have been spent for ineligible purposes.

Section 10. Participation in HMIS.

- a. Throughout the Term of this Agreement, Sub-recipient shall participate in the CFCH HMIS, as demonstrated by compliance with the current CFCH HMIS Policies and Procedures, and which are hereby incorporated into this Sub-recipient Agreement by reference. Such requirements include, but are not limited to, timely and accurate entry of mandatory data elements, adherence to system standards and completion of mandatory training, and are included as Attachment C, HMIS-Related Requirements.
- b. If Sub-recipient is a victim service agency, Sub-recipient shall not enter data into HMIS, but rather shall enter data elements into a comparable system that meets the requirements of the published HUD-HMIS standards. HSN shall provide Sub-recipient with any support and training necessary to ensure such entry.

Section 11. Participation in the Coordinated Entry System.

- a. Throughout the Term of this Agreement, Sub-recipient shall participate in the system of coordinated assessment required by 24 CFR §578.23(c)(9) and established by CFCH as the Coordinated Entry System (hereinafter "CES").
- b. For purposes of this section, "CES Registry Management process" means one of any number of processes whereby the CES generates and maintains a prioritized by-name list of applicable individuals or families that meet targeting criteria and are matched to appropriate services and housing in keeping with that prioritization.
- c. The Parties agree to work in good faith to expediently negotiate and enter into or extend a Memorandum of Understanding itemizing the specific roles and responsibilities of the Parties with regard to the CES, and which upon execution or extension is incorporated into this Sub-recipient Agreement by reference.

- d. Additional roles and responsibilities specifically applicable to this Sub-recipient Agreement are set forth in Attachment G. Sub-recipient shall comply with the most recently adopted CES Policies and Procedures, which are incorporated herein by reference, and the allocation and assignment of available housing and supportive service resources made available under the CES umbrella. Such compliance requirements shall apply to all individuals providing services on behalf of Sub-recipient and who accepts any assignments through the CES Registry Management process.
- e. In all cases, during the delivery of housing and/or services, the Sub-recipient shall use the forms and documents listed in Required Documents and Forms, which is appended hereto as Attachment D, Required Documents and Forms-RHH, whenever applicable, unless otherwise approved by the CES in writing.

Section 12. Adoption of a Housing First Approach.

Sub-recipient shall use a Housing First approach to housing and service delivery, as set forth in Requirements Related to Adoption of a Housing First Approach, which is appended hereto as Attachment E, Requirements Related to Adoption of Housing First Approach to Project Operations.

Section 13. Alignment with System-wide Housing Location and Retention Initiative.

Unless otherwise expressly agreed to in writing by HSN, Sub-recipient shall at all times coordinate and align with efforts to facilitate identification of, application to, placement into, stabilization in, retention of, and management of exits from temporary or permanent housing with those of the CFCH Housing Operations Team system-wide initiative (hereinafter "HLT"). Such efforts shall include, but are not limited to, compliance with the applicable HLT-related policies and procedures contained in Attachment G, Project Specific Roles and Responsibilities, and appropriate use of all HLT-related forms and documents listed in Attachment D, Required Documents and Forms.

Section 14. Recordkeeping and Reporting.

a. Recordkeeping Requirements

Sub-recipient shall maintain all records associated with the operation and administration of the Program in the manner and for the duration prescribed by the applicable Grantors as noted below:

- 3 years
- 5 years
- 7 years
- Other _____

If an audit is performed, records shall be retained a minimum of 5 years after the audit report is issued, or until the resolution of any audit findings or litigation.

b. Reporting Requirements

- i. Sub-recipient shall fully assist and support HSN with meeting the reporting and invoicing requirements of the applicable Grantors, including use of all applicable documents and forms listed in Attachment D, Required Documents and Forms.

Section 15. Key Requirements

A. Sub-recipient shall comply with the following terms and conditions as required by the applicable Grantor(s)/Funding Sources listed in Section 1a:

- a. Insurance requirements - OMITTED.
- b. Sub-recipient shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, disability, marital status, or any other basis prohibited by law, rule, or ordinance. Sub-recipient shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, both as amended, and the Fair Housing Act. Sub-recipient shall promptly provide HSN with proof of such compliance and/or policies upon HSN request.
- c. Sub-recipient shall comply with all applicable administrative requirements, cost principles, and audit requirements of 2 CFR Part 200.
- d. An authorized representative of the Sub-recipient must sign and return to HSN a copy of the Certification for a Drug-Free Workplace (U.S. HUD Form 50070) and the Certification Against Lobbying (U.S. HUD Form SF- LLL).
- e. Other requirements specific to the applicable contracts between HSN and the applicable Grantors identified at Section 3b.
- f. Financial Consequences - if the Agency fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, HSN may apply financial consequences for such failure to perform, as per sections 287.058(1)(h) and 215.971(1)(c), Florida Statute.
- g. Units of Deliverables – if applicable under the governing Grant agreement, the Agency shall perform all tasks and accomplish agreed units of deliverables, as per the attached Annex (Units of Deliverables) to this Amendment. The units of deliverables represent minimum level of service to be performed, and criteria for evaluating the successful completion of each deliverable.
- h. E-Verify Affidavit – if applicable under the governing Grant agreement, the Agency must provide HSN with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as per section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986 and in compliance with Florida Statute 448.095(2)(b)1. and (2)(b)2. The subcontractor shall maintain a copy of such affidavit for the duration of the contract. As an Annex to this Amendment, a Sample Affidavit is provided herein.
- i. Inspections and Corrective Action - the Agency shall permit access to facilities, goods and services which are relevant to this contract, by persons duly authorized by the Florida Department of Children and Families.

Section 16. Default.

- a. Default shall consist of the use of Grant funds for a purpose other than as authorized herein, or any other material breach of this Agreement.
- b. Upon due notice to Sub-recipient of the occurrence of any such default, and the provision by HSN of a reasonable opportunity to respond, HSN may take one or more of the following actions:
 - i. Direct Sub-recipient to discontinue or refrain from incurring Project costs;
 - ii. Reduce or recapture the award of Grant funds awarded herein;
 - iii. Direct Sub-recipient to reimburse HSN for costs inappropriately charged to HSN; or
 - iv. Other appropriate action including, but not limited to, any available remedy at law.
- c. If Sub-recipient contravenes any provision set forth in this Agreement that does not rise to the level of a material breach, HSN shall work expediently with Sub-recipient to develop and implement a corrective action plan or other form of remediation.

Section 17. Budget Amendment

Except as otherwise set forth in this section, Attachment B, Project Line-Item Budget, may be amended only via written agreement of the Parties.

- a. Definitions.
 - i. For purposes of this section:
 - ii. “Project Budget” means the complete listing of eligible expense types or categories, together with the corresponding listing of total amounts of Grant funding to be made available for each such type or category.
 - iii. “Budget line-item amount” means the total amount of funding provided in the Project Budget for a particular expense type or category, taken across all Grant sources.
 - iv. “Grant Sub-budget” means a portion of the Project Budget, where the expense types or categories and corresponding funding amounts are restricted to a particular Grant source.
 - v. “Budget cell amount” means the amount of funding provided in a Grant Sub-budget for a particular expense type or category.
- b. HSN may approve an increase/decrease in a particular budget cell amount resulting from HSN granting Sub-recipient access to Grant funding for an eligible expense for which funding was not previously available.
- c. Such approval shall have the immediate effect of increasing/decreasing one or more budget cell amounts under a Grant Sub-budget and the Project Budget total amount.
 - i. All proposed amendments to Attachment B, Project Line Item-Budget, via any of the alternative means as described in this section must be approved in writing by HSN but may be initiated either by Sub-recipient or HSN.
 - ii. If the amendment is initiated by HSN, HSN shall furnish a notice to Sub-recipient in writing with at least seven (7) days advance notice, which period shall include an opportunity for Sub-recipient to respond prior to the effective date. HSN reserves the right to modify or withdraw the amendment in response to issues or concerns raised by Sub-recipient without an additional notice period.
 - iii. If the amendment is initiated by Sub-recipient, Sub-recipient shall furnish a request to HSN in writing and shall provide HSN fourteen (14) days to respond

with approval or denial. If approved, HSN shall furnish a revised Attachment B, Project Line-Item Budget to subrecipient.

- iv. HSN shall periodically or upon request furnish a revised Attachment B, Project Line-Item Budget, reflecting all such increases/decreases.

Section 18. Suspension and Termination.

- a. This Agreement may be suspended or terminated by either of the Parties at any time, with or without cause, upon no less than thirty (30) days' notice in writing to the other party. Suspension or termination may also occur if Sub-recipient materially fails to comply with any term or condition of this Agreement. In the event of notice from Grantee that Sub-recipient is in default of any of the requirements of the CoC Program, Sub-recipient must undertake the action required by Grantee.
- b. If Sub-recipient is notified of a violation of a term or condition of this Agreement by Grantee, payment of funds shall be suspended and Sub-recipient shall have ten (10) days to submit a plan of action to correct said violation. Such time may be extended at the sole discretion of Grantee. If a plan of action acceptable to Grantee is not submitted by Sub-recipient within the required time, this Agreement shall be terminated as provided in subsection A above.
- c. In the event the grant is reduced or recaptured by the Grantee as a result of suspension or termination of this Agreement, the amount to be received by Sub-recipient hereunder shall be accordingly reduced. In the event of recapture, Sub-recipient must repay said funds to Grantee.

Section 19. Additional Terms and Conditions.

- a. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by Subrecipient of its sovereign immunity or the provisions of Section 768.25, F.S. Further, nothing herein shall be construed as consent by Subrecipient to be sued by third parties in any matter arising out of any contract or this Agreement.
- b.
 - i. In the event of a conflict between any provision of any applicable Grant contract and any provision of this Agreement, the former shall control.
 - ii. In the event of a conflict between the provision of any applicable Grant contracts or any other conflict among provisions set forth or referenced herein, HSN shall notify Sub-recipient in writing of the appropriate resolution.
- c. Sub-recipient acknowledges that the funds provided by HSN under this Agreement are those given to HSN by one or more Grantors, and that HSN's ability to furnish said funds to Sub-recipient may be impacted by the said Grantors.
- d. Except as otherwise set forth herein, This Agreement may only be amended upon written agreement of the Parties.
- e. Notices provided under this Agreement shall be made to the Parties in writing, and shall be hand-delivered to the chief executive of said party or sent by certified mail, return receipt requested, to:

For HSN: Martha Are, Homeless Services Network of Central Florida, 142 E Jackson St., Orlando, FL. 32801;
and for Sub-recipient: **Carrie Longworth, Seminole County, 520 West Lake Mary Blvd., Suite 100, Sanford, FL 32773.**

- f. The invoicing, record-keeping and reporting requirements set forth herein shall survive the termination or expiration of this Agreement.
- g. This Agreement constitutes the entire agreement between the Parties hereto.
- h. The execution date of this Agreement is ____/____/2023.
- i. The effective date of this Agreement is the start date as stated in Section 4b.

IN WITNESS HEREOF, the authorized representatives of the Parties hereby enter into this Agreement and affix their signatures accordingly:

For: Homeless Services Network of Central Florida, Inc.,

Signature of Authorized Representative

Print Name

Title

The rest of this page is left intentionally blank and Seminole County's signature page is on the next page.

For: Seminole County

Signature of Authorized Representative

Print Name

Title

For: Seminole County Board of County Commissioners

Signature

Amy Lockhart

Print Name

Chairman

Title

BOARD OF COUNTY COMMISSIONER
ATTEST:

SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment A

3B. Project Description

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. Provide a description that addresses the entire scope of the proposed project.

The expansion project increases RRH in renewal project w. 21 units & 39 beds, to 30 units & 49 beds, serving 49 households/year w. the goal of making homelessness rare, brief & non-recurring. The expansion of 9 units & 10 beds merges youth focused RRH resource w. FL0562 RRH grant serving adults & youth. RRH for adult-led families average 7 mos. assistance, & up to 24 mos. for youth. Expansion enhances efficiencies in operation & reporting & meets CoC's identified need for additional RRH units for youth, including parenting youth. Project participates in CES w. assertive regional street outreach & shelter engagement, to identify high need families & youth. CES actively markets services through multiple communication channels to increase accessibility, & has youth -focused outreach and marketing.

Tenants are identified through CES & referred based on prioritization standards incorporating HUD's guidelines & VI-SPDAT (length of homelessness/severity of needs). CES includes all-county outreach teams who engage persons living in campsites & places not meant for human habitation. CES includes hubs/centers where youth & families congregate, e.g. feeding programs & airport; 2-1-1, where persons can initiate intake by phone; & homeless shelters.

HSN's Housing Team recruits landlord/units, assists w. lease negotiations & inspects units. HSN pays rent & deposits directly to landlords. Landlords have a single point of contact if they have issues w. any of RR tenants. This intermediary role offers further anonymity & protection for victims of domestic violence & helps protect landlords from unintentional fair housing violations.

Once identified, high priority HH are linked w. contracted Case Managers (CM) for support to obtain identification & eligibility documentation. CM to assist participants to explore available units, including providing transportation to units; assisting w. application process, w. submission of Request for Reasonable Accommodations if needed, & arranging for deposits, utility connections, furniture, household goods & physical move in to secured units.

Since the project takes referrals from CES it is prepared to serve special needs of family members who are veterans, persons w. MI/SA, HIV+, parenting youth, unemployed, or victims of domestic violence/human trafficking. Services include access to healthcare, employment, cash & non-cash benefits including child care. Youth are linked w. job training & education programs (Goodwill, Careersource). Certified DV agencies provide services, including safety

planning, for survivors. Victims of human trafficking are linked w. specialized supportive services. Veterans are assisted to apply for & engage VA services. Persons w. disabilities linked to SOAR.

HMIS tracks project outcomes & informs improved program design. Project adopted Gender Inclusion & Non-Discrimination w. respect to Sexual Orientation/Gender Identity policy. HSN monitors draw-downs & spending rates.

ATTACHMENT B: LINE ITEM BUDGET

PROJECT: Seminole County Government

PROJECT NAME: Rapid Rehousing

GRANT #: FL0562L4H072106

GRANT TERM : November 1, 2022 - October 31, 2023

SUPPORTIVE SERVICES:

ELIGIBLE COSTS	BUDGET AMOUNT
1. Assessment of Service Needs	\$ -
2. Assistance with Moving Costs	\$ -
3. Case Management	\$ 31,561.00
4. Child Care	\$ -
5. Education Services	\$ -
6. Employment Assistance	\$ -
7. Food	\$ -
8. Rental Application Fees	\$ 1,588.00
9. Legal Services	\$ -
10. Life Skills	\$ -
11. Mental Health Services	\$ -
12. Outpatient Health Services	\$ -
13. Outreach Services	\$ -
14. Substance Abuse Treatment Services	\$ -
15. Transportation	\$ -
16. Utility Deposits	\$ -
Total Supportive Services Budget	\$ 33,149.00

ADMINISTRATIVE COSTS:

ELIGIBLE COSTS	BUDGET AMOUNT
Administrative Costs	\$ 2,308.00
Total Administrative Costs Budget	\$ 2,308.00

TOTAL SUP SVCS & ADM	\$ 35,457.00
Total Agency Cash match:	\$ 8,865.00
TOTAL GRANT BUDGET	\$ 44,322.00

Initials: SF

Attachment C
HMIS-Related Requirements

1. Terms and Definitions.

- a. The terms used in this Attachment C have meanings as set forth in the most recently issued version of the HUD HMIS Data Standards and HMIS Data Dictionary currently in use by CoC FL-507 and CoC's FL-507 HMIS vendor, both of which are incorporated herein by reference.
- b. Grantee reserves the right to replace, at its sole discretion, this Attachment C or any portion thereof in correspondence with changes in HMIS terminology or processes adopted by CoC FL-507 or CoC FL-507's HMIS vendor during the Term of this Sub-recipient Agreement. All such changes shall be made in a manner that ensures maximum equivalency with the terminology or processes in effect as of the date of the change.

2. General Requirements for Participation in HMIS.

Throughout the Term of this Sub-recipient Agreement, Sub-recipient shall meet the HMIS-related performance requirements set forth below, pursuant to Sections 4 and 10 of this Sub-recipient Agreement:

- a. Enter into and adhere to the terms and conditions of the current version of the CoC FL-507 HMIS Agency Partnership Agreement, which is hereby incorporated by reference;
- b. Participate fully in the effort to continuously populate and contribute to the development of a comprehensive and robust HMIS as anticipated by the CoC Interim Rule;
- c. Ensure continuous availability of an HMIS Agency Liaison to serve as the primary point of contact and accountability regarding all HMIS-related activity pertaining to Sub-recipient and all of the projects participating in HMIS;
- d. Ensure compliance by all HMIS End Users with the most current version of the CoC FL-507 HMIS Policies and Procedures and the HMIS User Agreement.;
- e. Ensure that all HMIS End Users gain and sustain a working knowledge of the applicable HMIS Provider attributes specific to Sub-recipient and the applicable project type; and
- f. For each required activity and reporting to be performed under paragraphs 2 and 3 below, respectively:
 - i. Adhere to the current versions of all HMIS-related workflows applicable to the Project's project type; and
 - ii. Meet the applicable data quality standards and comply with the applicable data quality requirements found in the most recently adopted CoC FL-507 Data Quality Plan, which is incorporated herein by reference, including but not limited to those related to: timeliness, completeness, and accuracy of all data required entered.
- g. Comply with the adopted CoC FL-507 fee schedule and policy regarding payment of HMIS user subscription fees.

3. Required Activity in HMIS.

Throughout the Term of this Sub-recipient Agreement, for each Program Participant assisted by Sub-recipient under the Project, Sub-recipient shall perform the following activities in HMIS:

- a. For each such Program Participant, enter or cause to be entered into HMIS all HUD Universal Data Elements (UDE) and all other CoC FL-507-specific data elements pertinent to the Project and applicable to the Project's project type;
- b. Ensure that values for key Universal Data Elements appropriate for the project type are correctly entered for each such Program Participant;
- c. Record a corresponding description or summary of the services provided to each such Program Participant in the HMIS location appropriate for the applicable project type (e.g., Case Notes, Case Plans, CES Notes) using the GIRP [Goal(s)-Intervention(s)- Response(s)-Plan] or other format approved in writing by Grantee not more than five (5) days following the provision of the service;
- d. Enter HMIS Service Transactions for services provided to each such Program Participant, if called for under the applicable HMIS workflow;
- e. Complete all Interim Update Assessments as appropriate for the project type, but in particular, in the event of known changes to Program Participant income and other significant changes in Program Participant status;
- f. Ensure that Entries to and Exits from the Project are recorded correctly for each such Program Participant;
- g. Complete Annual Assessments for each such Program Participant on or as of their respective applicable Project "anniversary" date;
- h. Complete any applicable Sub-assessments for each such Program Participant in keeping with the applicable project type and workflow(s); and
- i. Perform the actions required under (a)-(h) for all such Program Participants served by all projects in which Sub-recipient participates that are active in HMIS.

4. Required Reporting Using HMIS.

Sub-recipient must maintain familiarity with and may be asked to work with Grantee's designated HMIS Point of Contact to generate the following HMIS-based reports necessary for the evaluation of the performance by, capacity of, data quality of, and contributions to system performance by the Project and other HMIS-participating projects administered or operated by Sub-recipient:

- a. The current version of the CoC FL-507 HMIS Data Quality and Project Performance Scorecard Form appropriate for the project type on a monthly basis and transmit or make available the completed form; The HUD Annual Progress Report (APR), the HUD Consolidated Annual Performance and Evaluation Report (CAPER), and/or the ART 260 Sub-recipient's Contribution to Project Performance Report (or its successor or closest analog thereto), whichever are applicable Sub-recipient given its role in and relationship to the Project;
- b. The most current applicable version of the HMIS Entry and Exit Template Report, or its successor or closest analog thereto; and
- c. A limited number of additional reports generated from or using HMIS data necessary for Project and

system accountability, evaluation, and improvement, which may be specified in subsequent amendments to this Attachment C pursuant to Section 19 of this Sub-recipient Agreement.

5. Required Training in HMIS.

Sub-recipient shall:

- a. Notify Grantee HMIS Point of Contact upon the hiring or identification of any Sub-recipient employee who is to be designated as an HMIS End User for the Project;
- b. Ensure that any Sub-recipient employee identified in paragraph (a) completes the required HMIS Initial End User Training as described in the most current version of the CoC FL-507 Training Curriculum at the earliest possible date, and not later than 30 days after assignment to the Project by Sub-recipient; and
- c. Ensure that any such Sub-recipient employee for whom more than 11 months have elapsed since completion of HMIS Initial End User Training or other more recent comprehensive HMIS training completes the HMIS Annual Refresher Training, as described in the most current version of the CoC FL-507 Training Curriculum, at the earliest possible date, and no later than 13 months after completing such initial or follow-up training;
- d. Ensure that any Sub-recipient employee identified in paragraph (a) completes project specific workflow training at the earliest possible date, and not later than 30 days after assignment to the Project by Sub-recipient; and
- e. Notify Grantee's HMIS Point of Contact immediately when an HMIS End User is no longer employed at agency so that HMIS End User can be removed from system access.

Attachment D								
Required Documents and Forms (Rapid Rehousing)			Current versions of documents and forms are posted at http://www.hsncl.org/grantees/rapid-rehousing@programs or		Documents and forms are subject to updates, with sufficient advance notice			
<i>Last updated 11/21/2019</i>								
CES Documents and Forms		Form Name	Who Is Responsible to Complete and Store?	Used for All Clients?	How Often Used?	Additional Documentation	Required to Have Hard Copy in File?	Required in HMIS?
CES	1	CoC FL-507 Entry Assessment	Provider Completing Assessment	Yes	Once	No	No	Yes
CES	2	HMIS ROI	Provider Completing Assessment	Yes	Annually	No	Yes	Yes
CES	3	Appropriate Version of VI-SPDAT	Provider Completing Assessment	Yes	Annually	No	No	Yes
CES	4	ID, SSN, birth certificate for children	Navigating Provider	Yes	Once	No	Yes	Yes
CES	5	Disability Verification Form	N/A	N/A	Annually	N/A	N/A	N/A
CES	6	Verification of Homelessness	Navigating Provider	Yes	Once	No	Yes	Yes
CES	7	Zero-Income Affidavit	Navigating Provider	If applicable	As needed	No	Yes (if used)	No
CES	8	Self-Declaration of Income	Navigating Provider	No	As needed	No	Yes (if used)	No
CES	9	CES RRH Recordkeeping Checklist	CES	Yes	Once	No	Yes	Yes
Case Management Documents and Forms		Form Name	Who Is Responsible to Complete and Store?	Used for All Clients?	How Often Used?	Additional Documentation	Required to Have Hard Copy in File?	Required in HMIS?
CM	1	Entry/Exit Sheet	Case Management Provider	Yes	Once at Entry, Once at Exit	No	Yes	Yes
CM	2	HMIS Release of Information (ROI)	Case Management Provider	Yes	Every 3 Years	No	Yes	Yes
CM	3	Rapid Rehousing Welcome Handbook	Case Management Provider	Yes	Once	No	No	No
CM	3a	Rapid Rehousing Roles and Responsibilities	Case Management Provider	Yes	Once	No	No	No
CM	4	RRH Participant Acknowledgment Form	Case Management Provider	Yes	Once	No	Yes	No
CM	5	Tax Credit Properties Acknowledgment Form	Case Management Provider	Yes	Once	No	Yes	No
CM	6	Self-Sufficiency Matrix (SSM)	Case Management Provider	Yes	Once	No	Yes	No
CM	7	Housing Stability Case Plan**	Case Management Provider	Yes	Once	No	Yes	No
CM	8	Income and Rent Contribution Calculation Form	Case Management Provider	Yes	Monthly	Yes	Yes	No
CM	9	Monthly Budget Worksheet	Case Management Provider	Yes	Monthly	No	Yes	No

CM	10	Utility Allowance Worksheet	Case Management Provider	Yes	Annually	No	Yes	Yes
CM	11	Transfer of RRH Case Management Request	Case Management Provider	If applicable	As needed	No	Yes	Yes
CM	12	Extension Request Form	Case Management Provider	If applicable	Monthly, beginning in the 10th full month of rental assistance	Yes	Yes	Yes
CM	13	Termination of Rental Assistance Landlord Notification **	Case Management Provider	Yes	Once, as rental assistance is ending	No	Yes	Yes
CM	14	RRH Participant Rental Assistance Termination Letter **	Case Management Provider	Yes	Once, as rental assistance is ending	No	Yes	Yes
CM	15	RRH Case Note Format (GIRP)	Case Management Provider	Yes	Ongoing, with every case note entered into HMIS	No	No	Yes
Housing-Related Documents and Forms								
		Form Name	Who Is Responsible to Complete and Store?	Used for All Clients?	How Often Used?	Additional Documentation	Required to Have Hard Copy in File?	Required in HMIS?
HLT	1	HQS Inspection Form	HLT	Yes, at housing placement	Annually	No	No	No
HLT	2	Lead Based Paint (LPB) Visual Assessment Form	HLT	Yes, at housing placement	Once	No	No	Yes
HLT	3	Rent Reasonableness Determination	HLT	Yes, at housing placement	Annually	No	No	No
HLT	4	Lead Based Paint (LPB) Visual Assessment Form	HLT	Yes, at housing placement	Once	No	No	Yes
HLT	5	W-9 Form	Landlord Completed, HSN Stores	Yes, at housing placement	Once	No	No	No
HLT	6	Lease Agreement	Case Management Provider Receives from LL, HLT Stores	Yes, at housing placement	Annually	No	No	Yes
HLT	7	Housing Assistance Payment (HAP)	Landlord and HSN Complete, HLT Stores	Yes, at housing placement	Annually	No	No	Yes
Other Documents and Forms								
		Form Name	Who Is Responsible to Complete and Store?	Used for All Clients?	How Often Used?	Additional Documentation	Required to Have Hard Copy in File?	Required in HMIS?
OTH	1	Housing Needs Form	Case Management Provider Completes, HLT Stores	Yes, if applicable	Once	No	No	No
OTH	2	Housing Lead Form	Case Management Provider Completes, HLT Stores	If applicable	As needed	No	No	No
OTH	3	Exiting Client List and Change in Housing Status Form	Case Management Provider Completes, HSN Stores	Yes (if housed) - one total per agency	Monthly	No	No	No
OTH	4	Case File Contents List	Case Management Provider (Reflected in Client File Contents)	Yes, but only as a reference	Ongoing	No	No	No

**Homeless Services Network of Central Florida, Inc., and
Attachment E**

Requirements for Adopting a Housing First Approach to Operations

1. Housing First Defined

- a. For purposes of this Agreement, "Housing First" means, pursuant to section III.A.3.e. of the HUD FY 2015 Continuum of Care Program Notice of Fund Availability (hereinafter "HUD FY 2015 NOFA"), a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions.

- b. Instructions for the Project application that were incorporated into the HUD FY 2015 NOFA and that served as the basis for Sub-recipient's application to HUD further specify that:
 - i. Few to no programmatic prerequisites to permanent housing entry – People experiencing homelessness are offered permanent housing with no programmatic preconditions such as demonstration of sobriety, completion of alcohol or drug treatment, or agreeing to comply with a treatment plans upon entry into the program.

 - ii. Supportive services are voluntary, but can and should be used to persistently engage participants to ensure housing stability. Supportive services are proactively offered to help tenants achieve and maintain housing stability, but tenants are not required to participate in services as a condition of tenancy. Techniques such as harm reduction, motivational interviewing, and Recovery Oriented care are implemented to engage with participants.

- c. Sub-recipient has certified in its request for FY 2015 HUD Continuum of Care program funding that it will operate Project using a Housing First approach.

2. Denial of Eligibility for Services under a Housing First Approach

Sub-recipient shall not make eligibility or access to the Project contingent on any condition or restriction that is not essential for eligibility, including but not limited to:

- a. Failure to meet minimum income requirements;
- b. Perceived lack of housing readiness;
- c. Current or past history of substance use;
- d. Criminal record, with the exception of state- or federally-mandated restrictions;
- e. Failure or refusal to participate in supportive services;
- f. Failure to complete treatment, be compliant with medications, or make progress on a service plan;
- g. Disability or type of disability;
- h. Current or past history of domestic violence (e.g., lack of protective order, period of separation from abuser, law enforcement involvement);
- i. Poor credit or problematic financial history;
- j. Poor rental history or no rental history;
- k. Family composition, as defined by HUD for Equal Access purposes;

- l. Sexual orientation;
- m. Gender identity;
- n. Lack of transportation;
- o. Project hours of intake or operation;
- p. Accompaniment by pets; or
- q. Any other activity not covered in a typical lease agreement executed in accordance with Florida landlord-tenant laws.

3. Termination of Service under a Housing First Approach

Sub-recipient shall not make continued eligibility for the Project contingent on any condition or restriction that is not essential for eligibility, including those listed at Paragraph 2 above and the following:

- a. Loss of income or failure to increase income;
- b. Decision on the part of a domestic violence survivor to reunite with abuser; or
- c. Eviction, displacement, or relocation from a housing unit.

4. Additional Housing First Requirements

Sub-recipient shall:

- a. Adjust or modify service intensity and duration as appropriate based on changes in Program Participants' needs or circumstances;
- b. Provide prospective and current Program Participants with disabilities clear opportunities to request reasonable accommodations as part of the service delivery process;
- c. In the event of an eviction, displacement, or relocation of a Program Participant from a housing unit, Case Manager continues providing services unless/until Program Participant is transferred to a different PSH provider or terminated from service via COC Case Conference Committee approval;
- d. Notify the CES-designated Point of Contact and assigned Case Manager within two (2) business days of becoming aware that a Program Participant is being considered for an exit from the program due to any of the exceptions noted below in paragraph 5.
- e. Notify the CES-designated Point of Contract of any Case Management openings prior to registry management meetings.

5. Exceptions to Housing First

Notwithstanding Paragraphs 2, 3, and 4, the following actions shall not be considered a violation of a Housing First approach:

- a. Requirements imposed by local, state or federal laws;
- b. Documented, imminent threats to health and safety of program staff; or
- c. The mutually agreed upon Sub-recipient- or Project-specific circumstances or conditions:



CoC FL-507

RAPID REHOUSING

STANDARDS AND POLICIES

INTERIM (UPDATED) - OCTOBER 2018

Lead Agency:
Homeless Services Network of Central Florida
4065-D L.B. McLeod Road
Orlando, FL 32811
Phone: (407) 893-0133
Fax: (407) 893-5299
www.hsncl.org



1. PURPOSE OF RAPID REHOUSING PROGRAMS

The Central Florida Continuum of Care (CoC FL-507) Rapid Rehousing (RRH) programs provide individualized amounts, durations and types of financial assistance and supportive services to help eligible individuals and families who are experiencing homelessness to be quickly re-housed and stabilized. Based on a determination of need, such assistance may be in the form of move-in expenses, time-limited rental assistance, housing search and placement assistances and housing stability case management.

2. ASSESSMENT, REFERRAL, HMIS PARTICIPATION AND CONFIDENTIALITY PROVISIONS

A. Assessment.

Homeless families and individuals seeking assistance will complete an assessment through the Coordinated Entry System (CES) process, which is tracked using the Homeless Management Information System. Based on the assessment outcome, eligible families and individuals may be referred for Rapid Re-Housing (RRH) assistance through the CES Registry Management process.

B. Referral Standard.

Non-veteran Homeless Families and Individuals

CES utilizes the VI-SPDAT, Family VI-SPDAT, and Transitional Age Youth VI-SPDAT to conduct initial assessments for CoC assistance. Eligible homeless families and individuals will be referred for CoC assistance based on CoC FL-507-adopted prioritization factors, including VI-SPDAT scores, as part of the Registry Management process.

Veteran Homeless Families and Individuals

CES utilizes the VI-SPDAT to conduct initial assessments for CoC assistance. Veteran homeless families and individuals will be referred for CoC assistance using HMIS-based vulnerability and other factors.

C. HMIS Participation and Confidentiality.

All providers of RRH assistance must participate in the CoC FL-507 Homeless Management Information System (HMIS) under an HMIS participation agreement, and are required to comply with the CoC FL-507 HMIS Standards and Policies & Procedures. Providers of services to DV survivors may meet this requirement through participation in an approved comparable system

D. Coordinated Entry System Participation.



All providers of RRH assistance must participate in the CoC FL-507 CES Registry Management process in accordance with a CES Memorandum of Understanding. Eligible individuals and families will be prioritized and assigned for assistance through the applicable Registry Management process.

2. APPLICATION AND DOCUMENTATION REQUIREMENTS

A. Navigation Process.

1. Once completing the CES Assessment, individuals or families will be prioritized for the Navigation process and assigned a Navigator.
2. The Navigator will assess the individual or family’s eligibility for available RRH programs and collect the required documentation for program referral.

B. Required Documentation.

Applicants for RRH assistance must meet all RRH program eligibility requirements, as demonstrated through the following:

1. Current or sufficiently recent documentation of homelessness, using the Verification of Housing Status form (**see Attachment D**)(unless otherwise documented in HMIS);
2. Verification of current household income below the applicable RRH program limit Other CoC-approved criteria.

C. Referral Process

1. Upon collecting all documentation, the Navigator will refer a the family or individual to CES to complete a full recordkeeping review and eligibility determination.
2. Upon approval, CES will match the individual or family to appropriate RRH funding source and upon case management availability, will assign client to RRH program.

3. STANDARDS FOR THE PROVISION OF RRH ASSISTANCE

<p>Eligibility Based on Income</p>	<p>The income limit for RRH assistance, both at intake and upon re-evaluation, is 50% of the current Area Median Income (AMI), adjusted for family size, using applicable income calculation rules, except that for the ESG Program, the limit is 30% AMI.</p>
<p>Eligibility Based on Homelessness</p>	<p>Only individuals and households who meet either the Category 1 or Category 4 definitions of homelessness (see 24 CFR §578.3) are eligible for RRH assistance. In the ESG Program, Category 4 clients must also be living in a situation listed under the Category 1 definition.</p>
<p>Prioritization, Assignment and</p>	<p>Eligible RRH applicants will be referred to the Coordinated Entry System (CES) for prioritization and assignment to RRH as appropriate.</p> <p>Upon referral for RRH through the applicable CES Registry Management process, applicants will be further assessed by their case managers to</p>



RRH-Specific Assessment Process	determine an initial estimate of the length of rental assistance and level of housing stabilization and retention services to be provided.
Forms of Assistance Available	<p>All clients enrolled in RRH can expect to receive the following forms of assistance, as deemed necessary and appropriate:</p> <p>Case Management</p> <ul style="list-style-type: none">• Housing Stability Case Management Services to assist client in addressing housing barriers and maintaining housing stability <p>Housing Location and Retention Assistance</p> <ul style="list-style-type: none">• Assistance in identifying potential landlords, vetting housing leads, and working to maintain landlord relations on behalf of the client <p>Rapid Rehousing Rental Assistance:</p> <ul style="list-style-type: none">• Security deposits• Time-limited rental assistance payments• Rental Application Fees <p>Other financial assistance or supportive services may be available, depending on the funding source, provider and fund availability.</p>
Period of Assistance	<p>A typical individual or family (program participant) receiving RRH is initially expected to receive five (5) months of rental assistance and supportive services. However, the actual length of the assistance period is variable based on individual or family circumstances and factors.</p> <p>However, enrollment in RRH is considered month to month in nature. Each month, the RRH provider will assess the housing stability of program participants and make a determination as to the need for continuing assistance.</p> <p>The provision of supportive services, particularly housing stability case management services, may continue for up to 3 months after rental assistance payments end.</p> <p>The provision of rental assistance is not expected to last longer than 12 months in total, though in some cases assistance may be provided for up to 24 months. Cases extended past 12 months should be reviewed intently and only reserved for those cases with the most severe service needs.</p>



<p>Expected Percentage of Housing Costs to be Paid by Program Participant</p> <p>AND</p> <p>Minimum Rent to be Paid by Program Participant</p>	<p><u>Initial Expected Progression of Housing Costs Paid by Program Participants**:</u> Month 1: 30% Month 2: 40% Month 3 : 50% Month 4: 60% Month 5: 80% Month 6: 100% (program participant will pay the entire rent and utilities amount)</p> <p>** - Based on an expected typical 5-month tapering period. This schedule may be accelerated or relaxed and the assistance period shortened or extended, respectively, as approved by the case manager based on an assessment.</p> <p>In addition, a program participant’s household income and potential housing cost burden must be considered. For example, a program participant is initially expected to pay 60% of total rent and utilities in Month 4. However, if that amount would absorb 70% of family monthly adjusted income, the rental assistance timeline should likely be extended.</p> <p>On the other hand, a program participant with non-zero income must pay rent. Specifically, minimum rent will be calculated in accordance with 24 CFR §578.77(c). A program participant will therefore pay the percentage of housing costs according to the progressive scale above, but this amount cannot be less than 30 percent of the family’s monthly adjusted income or 10 percent of the family’s gross monthly income, whichever is greater, unless an adjustment directly related to the promotion of housing stability or retention is requested by the case manager.</p>
<p>Maximum Number of Times a Program Participant May Receive RRH Assistance</p>	<p>An individual or household may be assisted through RRH a maximum of two (2) times, unless specifically approved through the applicable CES Registry Management process.</p>
<p>Performance Benchmarks for RRH Programs</p>	<p>Individuals or households served by the program should move into permanent housing within 30 days or less on average (as measured from Program Entry date to Move In date)</p> <p>At least 80% of households that exit a Rapid Rehousing program should exit to permanent housing.</p> <p>At least 85% of households that exit a Rapid Rehousing program to permanent housing should not return to homelessness within the next twelve (12) months.</p>



<p>Evaluation and Continuation of Assistance</p>	<p>RRH providers must conduct monthly re-evaluations of all program participants receiving RRH rental assistance. RRH providers must follow CoC FL 507 Exit Policies and Procedures to determine the appropriate time to exit a family or individual from the program. At a minimum, providers should pay special attention to the following factors:</p> <ul style="list-style-type: none">• Lack of resources and support networks: The program participant must continue to lack sufficient resources and support networks to retain housing without CoC RRH assistance.• Need: The RRH provider must determine the amount and type of assistance that the program participant will need to retain and remain stable in permanent housing.
---	--

4. RRH HOUSING STABILITY CASE MANAGEMENT SERVICES

A. The objective of the RRH Program is to ensure that assisted program participants can maintain long-term housing stability following the tapering and withdrawal of rental assistance and supportive services.

In order for RRH Program Participants to maintain housing and avoid future homelessness as a result of eviction, program participants must be able to:

- Pay their portion of rent on time every month;
- Maintain their home in a safe and sanitary condition and in the condition in which it was initially rented to them, with the exception of normal wear and tear; and
- Avoid behavior (their own or that of a household member or guest) that would disturb their neighbors' peaceful enjoyment of their own home (i.e. yelling, loud music or noise, violence, drug use, other illegal activity, damage to or theft of others' property, blocking or cluttering common areas or rights-of-way).

B. A Housing Stabilization Initial Action Plan (*see Attachment D*) must be developed during the initial RRH Intake meeting between client and Case Manager, which must occur within fourteen (14) days of assignment to case management by a CES Registry Management process .

C. The RRH provider must regularly – and, at a bare minimum, on a monthly basis - assist each program participant with assessing and addressing issues with and barriers to their own housing stability throughout the period of RRH assistance. Case managers must update case plans by using the “interim” function within HMIS to track outcomes.

D. A complete list of the tasks, procedures and standards related to the delivery of case management services in RRH are contained in the CoC FL-507 Housing Navigation and Housing Stability Case Management Scope of Work (*See Attachment H*).



5. LIMITS ON RRH PROGRAM RENTAL ASSISTANCE

A. Rent Reasonableness.

The rent of the assisted unit must meet HUD's rent reasonableness standard. In particular, the rent for a unit proposed for assistance must be compared to the rent charged for at least three (3) comparable units in the same market area. Comparison of the proposed rent must be based on location, quality, size, unit type, age, amenities, housing services, maintenance and utilities that would be paid for by that program participant.

B. Calculating Rent.

For purposes of calculating the program participant's contribution to housing costs, "rent" is equal to the sum of the total monthly rent for the unit, along with any other fees required for occupancy under the lease agreement (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the applicable public housing authority for the area in which the housing is located.

6. RRH RENTAL HOUSING-RELATED REQUIREMENTS

A. Lease Agreement Between Property Owner and Program Participant Required.

Each RRH program participant for whom rental assistance is to be paid must enter into a lease agreement with the property owner. Although CoC RRH rental assistance is expected to be short- to medium-term in duration, the term of the lease between the owner and program participant must be renewable and for a term of not less than twelve (12) months.

B. Rental Assistance Agreement Between Property Owner and Rental Assistance Payor Required.

Payment of rental assistance for any unit under the RRH program is predicated on receipt of a signed Housing Assistance Payment (HAP) Agreement (*see Attachment D*) between the entity paying rental assistance (or designee) and the property owner (or contracted property management company authorized to enter into the agreement and accept payments on behalf of the property owner.)

C. Rental Unit Required to Meet Housing Quality Standards.

In order for rental assistance to be paid for a unit to be occupied by a RRH program participant under RRH, the unit must meet the HUD housing quality standards (HQS) found at 24 CFR §982.401 upon inspection. The inspection process must be based on the most current version of HUD's HQS Inspection Checklist (Form 52580 or successor).

7. DENIAL OF OR TERMINATION OF RRH ASSISTANCE

A. Denial of RRH Assistance.

RRH assistance may be denied as a result of an inability of an applicant to meet eligibility requirements in the initial application process, or after referral to CES upon eligibility determination has occurred, via the CES Registry Management process.



B. Termination of RRH Assistance.

To terminate rental assistance or housing navigation or housing stability case management services to a program participant, the required formal process must consist of, at a minimum:

1. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
2. Providing written notice to the program participant and to CES containing a clear statement of the reasons for proposed termination;
3. RRH provider-level review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who make or approved the proposed termination decision; and
4. Prompt written notice of the final decision to the program participant.

Termination under this section does not bar further assistance at a later date to the same family or individual.

Providers should refer to CoC FL-507 Interim RRH Exit Policies and Procedures below for more information.

8. RAPID REHOUSING EXIT POLICIES AND PROCEDURES

1. Purpose and Scope:

- a. The purpose of this policy and procedure document is to outline the Rapid Rehousing (RRH) client exit process for CoC-FL 507 Rapid Rehousing programs.
 - i. Procedural aspects outlined below are specific to Coordinated Entry Participating providers. Some procedures may need to be modified, per agency, for non –CES participating providers.
- b. This policy and all RRH case management is founded in Housing First and Person-Centered Care principles. Providers participating in CoC-FL 507 are required to follow those overarching principles, as well as Rapid Rehousing Case Management Standards, when applying the policies outlined below.
- c. All policies and procedures outlined in this document are subject to funding guidelines. If a funder has guidelines that directly contradict a policy or procedure below, the funding guidelines will supersede.

2. Length of RRH Rental Assistance

- a. Clients may receive a maximum of 12 full months of RRH Rental Assistance per discretion of their Case Manager (CM). A full month is any month in which a rent payment is made to cover an entire month (from the 1st).
- b. CMs use progressive engagement principles to taper assistance according to client need. Not all clients will need 12 months of rental assistance and should be exited once they are deemed self-sufficient or meet other criteria for case closure (Paragraph 5).
- c. RRH Rental Assistance Extension Request Process:
 - i. The primary purpose of the Extension Request process is to determine if a client should receive up to twelve additional months of rental assistance after exhausting 12 full months in the



- program. RRH clients must have specific approval in order to receive more than 12 months of Rental Assistance.
- ii. CMs are required to submit an Extension Request for every client who has completed 11 full months of Rental Assistance and who the CM deems would benefit from continued rental assistance past 12 months. Review Forms must be submitted at any time during the 11th full month of rental assistance, but no later than the 5th of the 12th full month of assistance.
 1. Example: Client moved in to housing January 15th. January would be the 12th full month of Rental Assistance. An Extension Request may be submitted at any time in December, but no later than January 5th to determine if rental subsidy will continue for February rent.
 - iii. HSN staff (and in some cases a funder) review all extension requests and make determinations based on information provided by CM and client. CM will be notified of final determination within 3 business days of submitting client extension form and all supporting documentation.
- d. Transfers to Other RRH Funding Sources:
- i. Under certain limited circumstances, clients may be transferred from one RRH program to another to further extend RRH services.
 - ii. Minimum criteria to be eligible for consideration for transfer include:
 1. Clients must meet income eligibility for the RRH program they will be transferred to.
 2. Clients must have a specific issue/barrier that is reasonably likely to be resolvable, but will take an additional 8-12 months to resolve.
 - iii. Transfers are not guaranteed and will be considered on a case-by-case basis.
 - iv. Case Managers must submit an Extension Request Form (following the same process as above) to HSN in order to have client reviewed for a potential match to another RRH program/funding source.
- 3. Phases of Client Exit and Follow Up:**
- a. Regardless of Reason for Exit, the following standard policies and procedures should be applied to all clients exiting RRH programs. Additional documentation and information may need to be collected for specific circumstances, as outlined in Paragraph 5.
 - i. Ending Rental Assistance:
 1. CMs will complete appropriate fields on Monthly Exit List Form (Section 1.b. of Exit Form) to indicate when a client's Rental Assistance will end. Exit List will be submitted on the 5th of the month for clients who are receiving their last HSN rent payment assistance that month.
 2. Both client and landlord will be issued Rental Assistance Exit letters to indicate the end date of rental assistance. Clients and Landlords will be notified *at least* 20 days in advance of ending rental assistance.
 - a. Rental Assistance Exit letter will be uploaded into HMIS.
 3. If client will be participating in Follow Up Case Management services (see paragraph ii below), they will remain open in HMIS once Rental Assistance has ended. If they are not participating in Follow Up Case Management, CM should follow RRH HMIS Workflow to exit client accordingly.



4. Once exited from Rental Assistance, a client cannot re-enter the rent payment phase of the program for their current program enrollment. A client is considered exited from rental assistance if a full month passes without rental assistance being provided to the client.
- ii. **Providing Case Management After Rental Assistance Ends – First 3 Months (i.e.: Follow Up Case Management)**
 1. In general, all clients who received rental assistance should be offered Follow Up Case Management for up to three months after rental assistance ended. Some exceptions apply and some situations are based on CM discretion, as outlined under specific “Reasons for Case Closure” in paragraph 5.
 - a. Follow Up Case Management is a voluntary service that a client may decline. If a client declines these services, this should be documented per a Case Note in HMIS.
 2. Clients will stay on CM’s official caseload for up to three months after rental assistance ends to ensure housing retention. The three month period begins in the first month the client takes over their full rent payment.
 3. During these three months, the CM will make contact with client at least one time each month to continue RRH Case Management. Face-to-face contact is not required during the follow-up phase of the program. Additional contacts should be made as deemed necessary.
 4. If a client does not engage in follow up case management services in any given month, the CM can move forward with closing the case prior to the 3 month period concluding.
 5. These Case Management follow-up touches should be focused on housing retention. CMs will communicate with clients and link them with community resources to help maintain housing should any issues arise.
 6. Contact for case management follow-ups will be documented in HMIS per case notes and interim updates.
 7. At the end of the 3-month case management follow-up period, the CM will:
 - a. Issue the client a final exit letter, to indicate that Follow Up Case Management services are ending.
 - i. Exit letter will be uploaded in HMIS.
 - b. Include client in the appropriate field on the monthly Exit List Form (Section 1.a. of Exit Form)
 - c. Exit the client from the RRH project in HMIS. CM should refer to RRH HMIS workflow to ensure case is closed out appropriately in HMIS.

4. Determination of Client Exit:

- a. **Clients Exiting within 12 months of Rental Assistance**
 - i. Determining the appropriate time to exit a client is a decision made at the provider level.
 - ii. HSN will monitor client exits to ensure exit is documented appropriately. If HSN reviews a client exit and has concerns regarding reason for exit, they may reach out to provider agency for additional information.
- b. **Extension Process for Clients Exceeding 12 months of Rental Assistance**



- a. Client left the CoC service area and has no plan to return, or has signed a lease outside of the service area.
 - b. Client expressed during the housing search process that they do not want to live in the CoC service area.
 - ii. Termination of Assistance:
 1. Rental Assistance (if applicable): Client will be listed on next monthly Exit list form and exited from rental assistance accordingly.
 2. Follow Up Case Management services: Client is eligible to receive follow up case management, per the discretion of the CM.
 - iii. Information to be included in Case Notes:
 1. Household Composition:
 - a. Court dates
 - b. Reunification plans
 - c. If no DCF involvement, explanation of why child is not in home
 2. Exceeding Program Income Limit:
 - a. Proof of Income
 3. Relocation:
 - a. Where client is relocating to
 - b. Reason for relocation
 - iv. Required Documentation to be uploaded in HMIS:
 1. Household Composition:
 - a. If DCF involvement: last judicial review along with dependency case manager update
 2. Exceeding Program Income Limits:
 - a. Proof of income
 - b. Income calculation form indicating over income
 - c. Interim Update to reflect new income
 3. Relocation:
 - a. Signed lease in new location (if applicable to situation)
 - b. Letter or statement from person client is moving/staying with (if applicable to situation)
- c. Reason for Case Closure: Enrolled in other housing program with subsidy
 - i. Criteria: A client will be exited from RRH if they enroll in another housing assistance program with a rental subsidy.
 - ii. Termination of Assistance:
 1. Rental Assistance (if Applicable): Rental Assistance will terminate once client is enrolled in new program. CM will notify HSN immediately of enrollment to ensure no duplication of rental services. CM will also place client on next Exit list form.
 2. Follow Up Case Management: Case Manager can provide up to one additional month of follow up case management services to ensure a smooth transition to new program.
 - iii. Information to be included in Case Notes:



1. Information about program client is enrolling in, including: program type, terms of assistance, eligibility criteria, if the program is inclusive of case management services, etc.
- iv. Required Documentation to be uploaded in HMIS
 1. Program Welcome letter, Copy of Voucher, or other proof of client's acceptance into program
- d. **Reason for Case Closure: Voluntary Exit**
 - i. Criteria: **Client expresses that they are no longer interested or in need of RRH services**
 - ii. Termination of Assistance:
 1. Rental Assistance (if applicable): Rental Assistance will terminate once client has expressed their desire to leave RRH program.
 2. Follow Up Case Management: Client not eligible for follow up case management.
 - iii. Information to be included in Case Notes:
 1. Why client no longer interested in receiving services
 - iv. Required Documentation to be uploaded in HMIS
 1. Signed statement written by client indicating their desire to leave the program
- e. **Reason for Case Closure: Non-Responsiveness**
 - i. Criteria: Client is not in contact with Case Manager or other CES connected community partners (i.e.: employment specialist, SOAR, etc.) for 30 days or more if client is in housing search, or 60 days or more if client is housed. No contact means no calls, voicemails, emails, texts, or in-person visits.
 - ii. Termination of Assistance:
 1. Rental Assistance (if applicable): Client should be placed on next Exit List following 60 days of non-responsiveness.
 2. Follow Up Case Management: Client is not eligible to receive Follow Up Case Management services.
 - iii. Information to be included in Case Note:
 1. Attempts to reach client (weekly attempts should be made)
 2. Attempts to reach other community partners who may be in contact with client
 3. Review of potential reasons why client may not be non-responsive
 - iv. Required Documentation Uploaded in HMIS
 1. Letter of pending case closure for non-responsiveness sent to client's home or communicated in another way (ex: email)
- f. **Reason for Case Closure: Client has been non-compliant with case plan goals and program**
 - i. Criteria: Client has made no progress, or inconsistent progress, towards case plan goals and CM has exhausted all efforts to engage the client and overcome barriers to client success.
 1. Client progress toward goals should be measured and reassessed during three month review periods.
 2. Client should be given warning if they are not meeting their case plan goals and time to resolve issues.
 3. All Non-Compliance exits should be staffed by agency program manager before final determination is made and client is notified.



- ii. Termination of Assistance:
 - 1. Rental Assistance (if applicable): Client will be placed on next monthly Exit list once determination has been made.
 - 2. Case Management: Client will be eligible, at the discretion of the case manager, for up to three months of follow up case management.
 - iii. Information to Include in Case Notes:
 - 1. All 3-Month Reviews should be documented in case notes
 - 2. All discussions around non-compliance issues
 - 3. Accountability plans
 - iv. Documentation
 - 1. Accountability tools (i.e.: job search logs)
 - 2. Completed case plan forms indicating no progress on goals
 - g. Reason for Case Closure: Client has entered jail, rehab, or some other institutional situation.
 - i. Criteria: A client will be exited if they have been admitted into an institutional situation and there is no household member to either maintain a lease (if already in housing) or sign a lease (if in housing search). In these situations, an exit will occur if the verified exit date is longer than 90 days from date of entry into institution or if there is no verified exit date and client has been in institution for 90 days.
 - 1. Note: For clients who are in the housing search process, HSN may approve client to remain in program if they have been in institution longer than 90 days. CM may contact HSN to advocate on behalf of the client if they believe situation will be resolvable in a reasonable amount of time.
 - ii. Termination of Assistance:
 - 1. Rental Assistance (if applicable):
 - a. If CM knows exit date will be longer than 90 days: CM will notify HSN immediately and place on next exit list.
 - b. If exit date is unknown, CM will place client on exit list for month in which they will pass the 90 day mark.
 - 2. Follow Up Case Management: Client is eligible to receive three months of follow up case management, at the discretion of the CM.
 - iii. Information to Include in Case Note:
 - 1. Exit date from institution (if applicable)
 - 2. Reason for entering institution
 - 3. Documentation of Case Manager's attempt to contact client in the institution
 - iv. Documentation
 - 1. Official documentation from institutional facility indicating a client entry and exit date (if available)
6. Client Appeal Process
- a. Clients have a right to appeal their exit from a RRH program. Client appeals should start at the provider level. If the provider is unable to rectify the decision internally, they may contact HSN and have the client's appeal reviewed by HSN staff.



- b. All RRH programs must have a client appeal process in place at their agency. Appeals must be handled and determined by members of the agency who did not have direct oversight of the client case while enrolled in RRH.
- c. Clients must be provided with a copy of the agency appeal process at program Entry and Exit.

Attachment G
Project-Specific Roles and Responsibilities

1. Definitions.

For purposes of this Project Role Assignment and Resource Allocation Plan:

- a. "Agreement" refers to the Sub-recipient Agreement between the Parties.
- b. "Full-time equivalent" or "FTE" is a unit of workload measurement calculated as the average number of hours worked per week by an employee, divided by 40.
- c. "Assessment", "Navigation", and "Housing Stability Case Management" have the same meanings and refer to the same sets of services, tasks, and activities as set forth in the Housing Navigation and Housing Stability Case Management Scope of Work, which is appended to the Sub-recipient Agreement as Attachment H.
- d. "Registry" means the appropriate Registry Management process of the CoC FL-507 Coordinated Entry System.
- e. "Primary Role" means the provision of Housing Stability Case Management Services to eligible program participants by a sub-recipient, where such provision is a function:
 - i) that will be routinely assigned to Sub-recipient exclusively through the Registry; and
 - ii) that will be more likely to be assigned to Sub-recipient than to other sub-recipients for which no such designation has been made.
- f. "Secondary Role" means the provision of Housing Navigation Services to eligible program participants by a sub-recipient, where such provision is a function:
 - i) that may be periodically assigned to Sub-recipient exclusively through the Registry; and
 - ii) that will be less likely to be assigned to the Sub-recipient than to other sub-recipients for which such provision has been designated as a Primary Role.
- g. "Percentage of Grant Term Completed" means the total number of days that have elapsed since the start of the Term of the Sub-recipient Agreement, divided by the total number of days in the Term.
- h. "Percentage of Grant Funds Expended" means the total amount of eligible grant costs charged by Sub-recipient to the CoC Project since the start of the Term of the Sub-recipient Agreement, divided by the total grant award amount.

2. Basic Assumptions for Role Assignment.

a. Staffing Levels.

Sub-recipient shall dedicate a minimum of **1.0** FTE positions exclusively to the performance of its Primary or Secondary Roles throughout the Term of this Sub-recipient Agreement. Except as expressly described in paragraph d. below or in another agreement between the Parties, all costs related to filling, maintaining, supervising, or administering such staff positions not funded through any other agreement between the Parties shall be borne solely by Sub-recipient.

b. Services to Be Provided.

Sub-recipient shall provide the following service components of the Housing Navigation and Housing Stability Scope of Work to program participants as assigned through the Registry and in accordance with Attachment H of the Sub-recipient Agreement throughout its Term:

i. Navigation Services

as a Primary Role, with the following additional specifications:

as a Secondary Role, with the following additional specifications:

only upon prior approval of Grantee

ii. Housing Stability Case Management services

as a Primary Role, with the following additional specifications:

as a Secondary Role, with the following additional specifications:

only upon prior approval of Grantee

iii. Assessment Services

Sub-recipient may also provide Assessment services for prospective program participants, if authorized by Grantee.

c. Caseload Requirements.

i. For each FTE position described in a. above and throughout the Term of this Sub-recipient Agreement, Sub-recipient shall maintain a caseload of individuals or families receiving services described under paragraph b., with caseloads and caseload levels directly assigned and set, respectively, by Grantee through the Registry Management process.

- ii. The minimum caseload level for each FTE position described in a. above shall be eighteen (18) individuals or families, with an expected caseload level of twenty (20) individuals and a maximum caseload level of twenty-five (25) individuals or families. The maximum caseload level may be waived upon mutual consent of Grantee and Sub-recipient.
- iii. Grantee reserves the right to vary expected caseload levels from sub-recipient to sub-recipient based on factors that include, but may not be limited to, the aggregate acuity or vulnerability of assigned clients, sub-recipient funding source(s), and additional factors used in the prioritization of clients for assignment through the Registry Management process.

d. Program Supervision

For each FTE position described in paragraph a. above, Sub-recipient shall ensure the provision of adequate program supervision. Responsibilities of program supervisors include, but are not limited to:

- i. On not less than a monthly basis, reviewing the status and progress of each assigned client in order to evaluate the extent to which clients are achieving personal and programmatic goals;
- ii. Monitoring all client case files to ensure case managers are in compliance with program standards;
- iii. Reviewing all client exits, especially for clients exiting the program for non-compliance;
- iv. Identifying training needs, and when appropriate, notifying HSN of training needs;
- v. Assisting with the resolution of conflicts; and
- vi. Participating in and providing input to Rapid Rehousing system evaluation and improvement activities.

e. Compensation Requirements.

- i. No individual providing case management services as described in paragraph a. may be compensated with grant funds at a rate that is more than 40 percent (40%) greater than the rate at which the lowest-paid individual providing such services is compensated.
- ii. Upon express authorization of Grantee, Sub-recipient may use an amount of grant funds not to exceed to one-tenth (0.1) FTE position per FTE position in paragraph a. for the provision of direct supervision of case management, subject to the same constraints on compensation set forth in sub-paragraph i. above. Any such authorization to use grant funds for such purpose shall be contingent on Sub-recipient demonstration that its aggregate CoC Program caseload is not reduced as a result of such allocation of grant funds, and that the remainder of each FTE position from which a portion of the grant funds has been reallocated is utilized to provide case management services.

f. Changes in Personnel.

- i. For purposes of this paragraph, “grant-related personnel” includes any individual employed by or contracting with Sub-recipient whose salary, wages, or contracted payments are or will be funded in whole or in part through this Sub-recipient Agreement.
- ii. Sub-recipient shall notify Grantee immediately upon effecting any change or becoming aware of any impending change in grant-related personnel.
- iii. Sub-recipient shall base any decision regarding the hiring of or contracting with any grant-related personnel on the results of a Level 2 background check completed not more than 90 days prior to the hiring or contracting decision.
- iv. Sub-recipient shall notify Grantee at least two (2) full business days prior to hiring of or contracting with any grant-related personnel, and provide information regarding such individual’s experience and qualifications, including the results of the background check required by sub-paragraph iii.
- v. Grantee reserves the right to require Sub-recipient to delay the hiring or contracting of grant-related personnel based on the information provided pursuant to sub-paragraph iv., pending a joint review of such information by Grantee and Sub-recipient. Grantee understands and agrees that time is of the essence in completing any such review.

g. Additional Provisions.

For the FTE positions described in paragraph a. above:

- i. Sub-recipient shall dedicate a number of FTE staff positions to ensure the provision of any additional services that supplement, complement, or augment the services provided under this Sub-recipient Agreement as may be required by or referenced in any agreement into which Grantee and Sub-recipient may enter during the Term of this Sub-recipient Agreement, for any period during which the terms of the agreements coincide.
- ii. Upon request of Grantee, Sub-recipient shall jointly develop with Grantee a plan for coordination and maximization of all of the resources to be made available, FTE positions to be dedicated, and services to be provided under all applicable agreements between the Parties during the period in which their respective terms coincide.
- iii. Grantee and Sub-recipient mutually agree to work collaboratively to resolve questions or reconcile concerns arising from the use of differing terminology and service goals among the agreements throughout the period in which their respective terms coincide.

3. Variations from Baseline Assumptions Regarding Role Assignment.

a. Primary and Secondary Role Assignment

- i. In order to ensure that Project-wide and system-wide performance objectives are

met, Grantee reserves the right to shift Sub-recipient's provision of Navigation services and/or Housing Stability Case Management services from the Primary Role to the Secondary Role or from the Secondary Role to the Primary Role, whichever is applicable. Such shifts are not subject to the amendment requirements of Section 19 of this Sub-recipient Agreement.

- ii. Notifications of such proposed shifts shall be announced at Registry meetings and in writing, but such notifications are not subject to the requirements of Section 19 of this Agreement.
- iii. Sub-recipient shall have first right of refusal of all such proposed shifts, but must indicate its intent to invoke such right within seven (7) days of initial notification.

b. Provision of Assessment Services.

Grantee reserves the right to restrict the number of individuals and/or households for whom the provision of Assessment services is a cost eligible for reimbursement under this Agreement. Any such restriction shall be effective immediately upon written notification of Sub-recipient, where such notification shall not be subject to the requirements of Section 19 of this Sub-recipient Agreement.

4. Reservation of Funding Amounts by Grantee.

- a. Grantee shall make available or coordinate the availability of rental assistance or leasing funds to serve Sub-recipient's program participants assigned to receive Housing Stability Case Management services through the Registry Management process.
- b. Grantee shall make available an amount of housing location services to serve Sub-recipient's program participants assigned to receive Housing Stability Case Management services through the applicable Registry Management process.

5. Implications of Role Assignment and Performance for Program Participant Assignment.

In addition to the provisions of Section 9 of the Sub-recipient Agreement, the following terms and conditions shall also apply:

- a. Omitted.
- b. If Sub-recipient is providing Navigation services as a Primary Role, program participants shall be assigned to Sub-recipient through the Coordinated Entry System via the Registry based on the following factors:
 - i. The number of program participants currently pending assignment for Navigation services;
 - ii. The proportion of the total number of FTEs currently dedicated by all sub-

- recipients for the provision of Navigation services as a Primary Role that are dedicated by Sub-recipient;
 - iii. Whether Sub-recipient is also providing Housing Stability Case Management services as a Primary Role, and the current relative level of need for Housing Stability Case Management services vs. Navigation services among program participants;
 - iv. Any additional Sub-recipient specifications listed at Section 2 above that are applicable to program participants pending assignment for Navigation services ;
 - v. Current Sub-recipient caseload/workload levels resulting from prior assignment of program participants; and
 - vi. Relative Project performance and contribution to overall system performance in comparison with other sub-recipients providing Navigation services as a Primary Role.
- a. If Sub-recipient is providing Housing Stability Case Management services as a Primary Role, program participants shall be assigned to Sub-recipient through the Coordinated Entry System via the Registry based on the following factors:
 - i. The number of program participants currently pending assignment for Housing Stability Case Management services;
 - ii. The proportion of the total number of FTEs currently dedicated by all sub-recipients for the provision of Housing Stability Case Management services as a Primary Role that are dedicated by Sub-recipient;
 - iii. Whether Sub-recipient is also providing Housing Navigation services as a Primary Role, and the current relative level of need for Housing Navigation services vs. Housing Stability Case Management services among program participants;
 - iv. Any additional Sub-recipient specifications listed at Section 2 above that are applicable to program participants pending assignment for Housing Stability Case Management services;
 - v. Current Sub-recipient caseload/workload levels resulting from prior assignment of program participants; and
 - vi. Relative Project performance and contribution to overall system performance in comparison with other sub-recipients providing Housing Stability Case Management Services as a Primary Role.
- b. If Sub-recipient is providing Housing Stability Case Management services as a Secondary Role, program participants shall be assigned to Sub-recipient based on need, capacity and request, after assignment of program participants to all sub-recipients providing Housing Stability Case Management services as a Primary Role.
- c. If Sub-recipient is providing Navigation services as a Secondary Role, program

participants shall be assigned to Sub-recipient based on need, capacity and request, after assignment of program participants to all sub-recipients providing Housing Navigation services as a Primary Role.

6. Implications of Role Assignment and Performance on Award Amounts.

a. Sub-recipient Probationary Status.

- i. For any calendar month during the Term, Grantee may place Sub-recipient on probationary status if any of the following conditions are met:
 - (A) As of the end of the previous calendar month, the Percentage of Grant Term Completed exceeds the Percentage of Grant Award Expended by at least 20 percent;
 - (B) Sub-recipient Project-related performance and/or contributions to system performance through at least six (6) months of the Term have been found to be consistently deficient, and Grantee has made a determination that Sub-recipient will be unable to meet the performance standards of this Sub-recipient Agreement at current service levels;
 - (C) Sub-recipient has maintained a caseload level that is more than 10 percent lower than the minimum level required under Section 2.c.
 - (D) Sub-recipient has committed material breaches of the Grant Agreement, the CoC Interim Rule or this Sub-recipient Agreement in two or more months during the Term.
- ii. Probationary status of Sub-recipient shall be determined by the Grantee on a month to month basis.
- iii. For each applicable calendar month, Grantee shall notify Sub-recipient of any placement in, retention of, or removal from probationary status in writing. Any such notification is not subject to the requirements of Section 19 of the Sub-recipient Agreement.

b. Reductions in Grant Award or Reservation Amounts.

- i. Any Sub-recipient that remains on probationary status for two or months during the Term is subject to one or more reductions in the award or reservation of CoC Program funding amounts while in probationary status. The amounts of any such reductions will be set at the minimum amount that Grantee in its sole discretion determines to be necessary to reasonably ensure that all Project funds will be fully and appropriately spent and that all Project performance goals will be met.
- ii. Reductions in CoC Program award or reservation amounts shall not be subject to the requirements of Section 19 of this Sub-recipient Agreement, but shall be effective fourteen (14) days after notification of Sub-recipient.

c. Increases in Grant Award or Reservation Amounts.

- i. For any calendar month in which Sub-recipient is not on probationary status, Sub-

recipient shall be eligible to receive increases in CoC Program grant award or reservation amounts to offset reductions made to award or reservation amounts in accordance with paragraph b. above.

- ii. The amount of the increase in award or reservation of funds shall be determined by Grantee using an objective and transparent process.
- iii. Increases in award or reservation amounts shall not be subject to the requirements of Section 19. of the Sub-recipient Agreement. Sub-recipient shall have first right of refusal of any increased reservation amount, but such increase shall otherwise automatically be effective fourteen (14) days after provision of Notice to Sub-recipient.
- iv. Increases in award or reservation amounts may be accompanied by proposed amendments pertaining to the activities to be performed and outcomes associated with this Sub-recipient Agreement. The Parties shall make all reasonable efforts to expediently negotiate and execute any such amendments.
- v. A prior reduction in reservation amount during the Term of this Sub-recipient Agreement shall not preclude a subsequent increase under conditions set forth in this section.

d. Probationary Status Relevant Only to Award Amounts.

Nothing in this section shall abridge or pre-empt the right of Grantee to impose sanctions, seek remediation, or seek termination as otherwise authorized under this Sub-recipient Agreement.

7. Additional Grant-Related Responsibilities for Housing Stability Case Managers

Sub-recipients maintaining FTE positions for which Housing Stability Case Management is the Primary or Secondary Role are assigned by Grantee responsibilities pertaining to both the securing and retention of permanent housing for assigned individuals or families in a manner consistent with applicable regulations and contracts, as well as the preservation and expansion of the availability of safe, decent, and affordable housing to serve all such individuals and families experiencing homelessness within the CoC FL-507 coverage area. In particular, unless waived in writing by Grantee, Sub-recipient shall meet the following requirements, which supplement rather than replace any related requirements

a. Coordination with the Housing Locator Team Process Required.

- i. For each Program Participant who is seeking initial placement in permanent housing, residing in permanent housing or seeking to be re-housed, Sub-recipient and the Housing Locator Team operated by Grantee shall coordinate efforts to minimize time spent in the housing search process, reduce or eliminate barriers to housing and ensure compliance with all applicable regulations, contract provisions and CoC FL-507 policies.
- ii. With respect to any issue pertaining to the matching of clients to units, the

inspection of units for housing quality, the approval of clients to enter into lease agreements, the approval of clients to transfer between units, the approval of clients to break lease agreements, the negotiation of terms or conditions with landlords, and the approval of payments to landlords and other housing-related vendors, Sub-recipient shall defer to Grantee's Housing Locator Team regarding procedures and decisions

b. Submission of Income and Rent Contribution Calculation Forms Required.

i. Sub-recipient shall collect income information from each Program Participant on no less than a monthly basis, and use such information to complete and submit monthly income and rent contribution calculations for each Program Participant receiving any form of rental subsidy.

ii. All income and rent contribution calculations shall be submitted to Grantee on the most current version of the Income and Rent Contribution Calculation Form in electronic format, and shall be transmitted to Grantee not later than the 5th day of the month prior to the month for which rental subsidy is to be paid on behalf of Program Participant.

c. Compliance with Procedures for Exiting Program Participants Required.

i. Sub-recipient shall provide to Grantee a list of program participants expected to be exited from the Project or ending receipt of rental assistance during any calendar month by the 5th day of that month. No Program Participant may be exited from the Project that is not included on such list without prior written consent of Grantee.

ii. Sub-recipient shall ensure that all exits of program participants from the Project are processed in accordance with the procedures set forth in the most current version of workflow, which is incorporated herein by reference.

d. Tenant Contributions and Rental Assistance Payments.

i. Sub-recipient shall make concerted efforts to ensure that each housed Program Participant for whom rental assistance is to be provided in any month are directly informed of their monthly Tenant Contribution not later than the 15th of the previous calendar month. If such efforts prove unsuccessful, Sub-recipient shall notify Grantee of same no later than the 18th of said month.

ii. If Sub-recipient becomes aware that a Program Participant did not pay their entire Tenant Contribution for the current month or any prior month, Sub-recipient shall immediately attempt to ascertain the amount of any balance owed, notify Grantee that the balance is owed, and attempt to determine Program Participant's ability and willingness to pay the balance. Sub-recipient shall then work with Grantee to resolve

the situation favorably for all parties impacted to the greatest extent feasible and using a client-centered approach.

e. Provision of Lease Agreements Required.

- i. For each Program Participant placed in permanent housing, Sub-recipient shall take all reasonable steps to ensure that a representative is present when Program Participant signs the lease agreement.
- ii. Sub-recipient shall ensure that a complete and readable copy of such lease agreement, once fully executed, and including any addenda and attachments, is transmitted in electronic format to Grantee within three (3) business days of execution.
- iii. If Sub-recipient is unable to transmit the lease agreement as set forth in sub-paragraph (ii), Sub-recipient shall notify Grantee and continue to make concerted efforts to complete such transmission.

f. Compliance with Bridge Housing Policies and Procedures Required.

If Sub-recipient accesses funds administered by Grantee for purposes of providing bridge housing to eligible clients, Sub-recipient agrees to comply with the most current version of the Rapid Rehousing Bridge Housing Policies and Procedures, which is incorporated herein by reference.

g. Compliance with Applicable Policies and Procedures Pertaining to Flexible Financial Assistance Required.

If Sub-recipient accesses funds administered by Grantee for purposes of providing flexible financial assistance to eligible clients, Sub-recipient agrees to comply with the most current version of the Rapid Rehousing Flexible Financial Assistance Policies and Procedures, which is incorporated herein by reference.

Homeless Services Network of Central Florida, Inc., and

Attachment H

Scope of Work – Access, Assessment, Navigation, and/or Housing Case Management

Note: Check and initial the box next to the function(s) that your agency will perform as a participating entity of the Coordinated Entry System (CES.)

Access Point _____(initials)

Access Points serve as engagement points for persons experiencing a housing crisis, aimed at ensuring that all people in the community have equal access to all crisis response system resources in the CoC. Access points play a critical role in beginning to determine which intervention might be most appropriate to rapidly connect people to housing. Access points include Street Outreach teams and Emergency Service providers such as prevention, DV, crisis hotlines, drop-in services, shelters, and other short-term assistance programs.

As an Access Point participating in our community's CES, agency agrees to

1. Use the CoC's standard Assessment process, detailed in Assessment section below.
2. Not discriminate on the basis of race, color, national origin, religion, sex, age, familial status, marital status, handicap, actual or perceived sexual orientation, or gender identity.
3. Ensure the safety of persons who are fleeing or attempting to flee intimate partner violence, sexual assault, trafficking, or stalking through safety planning efforts. This could include calling a crisis hotline with the person seeking assistance so they may receive safety planning supports from crisis shelter staff.
4. Ensure adequate privacy protections of personal information and data collected, as well as private space for assessments.
5. Ensure hours of operations and services provided are clearly advertised and posted in appropriate language(s) spoken in the community. (Ex: English, Spanish.)
6. Ensure building has accessibility for persons needing ramps.
7. Ensure staff working at access points attend trainings offered through the CoC, including CES Overview and Housing First, Diversion, Trauma Informed Care, Motivational Interviewing, LGBTQ+ Inclusivity, Race Equity, Safety Planning, etc.
8. Have at least one agency representative participate in relevant CoC meetings as needed, which may include Shelter Provider Meetings, CoC Planning Meetings, registry meetings, CoC Membership meetings, etc.

Assessment AT (initials)

The Assessment is the process of gathering information about a person presenting to the homeless response system. Assessments are progressive, meaning information gathering occurs at various stages for different purposes, often by different staff. Assessments must avoid unnecessarily long and intrusive interviews or repeating the same process at every place assessed.


It may be appropriate to integrate phases of the assessment into a single participant interaction. The various phases of an Assessment include:

- Initial triage: Identifying the nature of the crisis and ensuring person's immediate safety
- Creative Housing Solutions: Can occur as part of initial triage or separately; focused on helping the person to examine their resources and options other than entering or remaining in the homeless system.
- Intake: Occurs when person accepts crisis assistance, such entering a shelter or agreeing to work with outreach. Intakes should only collect the necessary data needed to enroll the person in a homeless assistance project. (Ex: CoC Entry).
- Eligibility Screening: Eligibility screening considers the potential participant's likelihood of being eligible for a program based on eligibility requirements of available programs such as RRH, SSVF, TH, PSH, or VASH.
- Vulnerability Assessment: This incorporates a prioritization component, level of risk and vulnerability, and identifying barriers. (Ex: VI-SPDAT, F VI-SPDAT, or TAY VI-SPDAT).
- Comprehensive Assessment: Refines, clarifies, and verifies the person's history, barriers, goals and preferences. Together staff and person develop a housing plan for exiting homelessness. For lower acuity persons or those not eligible for Supportive Housing, this includes connecting to community resources and any safe and appropriate housing options (room rentals, shared housing, reunification, etc.)

As an agency participating in our community's CES through Assessments, agency agrees to

1. Ensure all Assessors attend initial and annual Assessment trainings, including Diversion, Trauma Informed Care, Safety Planning for DV.
2. Utilize HMIS to determine what, if any, previous assessment stages participant has already engaged in, to avoid repeating steps unnecessarily.
3. Provide initial triage and Diversion conversation.
 - a. For homeless families requesting shelter who are unable to be diverted, complete Shelter Matching Tool in HMIS.
4. For those unable to be diverted and who request continued crisis services, complete intake in HMIS (release of Information and CoC Entry). For ES or Outreach, allow for time to resolve homelessness prior to screening for Supportive Housing.
5. For those unable to resolve homelessness, screen to determine if participant is a target population (Chronically Homeless, Youth, Family, Veteran) for Supportive Housing.

6. For Target Populations, complete Vulnerability Assessment (VI-SPDAT with Case notes) and enter in HMIS.
7. If not target population, help connect to other community resources or natural supports.
8. Document all work in HMIS (or comparable database for Victim Service Providers) to track and monitor information and outcomes.

Housing Navigation  (initials) (add addendum for each sub-population)

Navigation refers to any activities related to helping persons experiencing homelessness locate and move into permanent housing, whether supportive housing or housing without a subsidy. However for the purpose of this scope of work, activities are focused on Navigation assigned from the Full registry with the goal of navigating someone into supportive housing.

Once a person has been through the phased assessment (Diversion attempts, CoC Entry, VI-SPDAT) the coordinated entry process moves on to determining their priority for Supportive Housing. In order to verify eligibility for Supportive Housing, participants are assigned a Housing Navigator based on their priority on the Full registry. Prioritization is based on length of homelessness and vulnerability per the VI-SPDAT score. (*During COVID-19, COVID risks are also factored into a person's overall vulnerability). Navigation assignments are made either in Registry Management meetings or offline via email. Housing Navigators follow up with participant to verify information provided during assessment, help obtain needed documents, and refer person into Supportive Housing.

As an agency participating in our community's CES through Navigation, agency agrees to the following

1. Ensure all Navigators are trained in HMIS, CES Overview and Navigation, Diversion, Trauma Informed Care, Safety Planning, LGBTQ+ Inclusivity, Race Equity.
2. Have representation at registry meetings to be available to discuss persons ready to be matched to programs or to take new persons on for Navigation.
3. After assignment in Registry, Navigator makes contact with participant to verify information provided during assessment in order to ensure participant is still homeless, in need of services, and meets program criteria.
 - a. If deemed ineligible, connect to natural supports and/or general community resources.
 - b. If deemed eligible, proceed with following steps.
4. For Family RRH Navigators only: Document updates in Navigation tracking sub-assessment in HMIS and add case notes as needed.
5. For all other Navigators, enroll participant into your project in HMIS, if not already enrolled, and update all fields as needed.

6. Help participant obtain all documents needed for programs (ID, Birth Certificate, Social Security Card, proof of homelessness, etc.) and upload into HMIS. **For Veterans, documents are not needed at time of referral.*
7. Refine, clarify, and verify the person's history, barriers, goals and preferences to ensure an appropriate match to available programs or housing options is made.
8. Once doc ready, send referral in HMIS to appropriate program:
 - a. Rapid Rehousing for Families or Youth (811 RRH);
 - b. Permanent Supportive Housing for Chronically Homeless (812 PSH);
 - c. Housing and Services for Vets (986 CES Intake SSVF).
9. Once a participant is matched to a program, coordinate a Warm Hand-off with participant and new Housing Case Manager.
 - a. For persons residing in shelters, the Warm Hand-Off should occur within 72 hours of the referral.
 - b. For persons unsheltered at the time of the referral
 - i. Within 30 days for RRH
 - ii. Within 90 days for PSH. Regular and ongoing efforts to locate participant may be made for up to 90 days. All attempts to locate must be documented in HMIS case notes.
 - c. For referrals to Single Site programs, join participate for application appointment, which may include helping them obtain additional documents (ex: bank statements) needed to make application.

Housing Case Management - Phase 1 of 2: Locating and Planning for Housing (initials)

All Supportive Housing Programs participating with CES should anticipate referrals for high acuity participants. As such, caseloads should not exceed the recommended ratio per project type. PSH 1:15-18 and RRH 1:20-25. HUD expects that participating programs keep barriers to entry low and have a person-centered approach to working with new participants.

1. Service Delivery Expectations
 - a. Trauma Informed Care
 - i. Services are delivered with a trauma informed approach. Case Manager actively works to avoid re-traumatizing, utilizing assessment tools (SDPAT, other evidenced-based tools) to better understand participant's experience of trauma.
 - b. Harm Reduction
 - i. Case Manager works with tenant on how to reduce harm associated with risky behaviors related to substance use, not engaging with mental health providers, intimate partner violence, guests policies once housed, etc.
 - c. Recovery Oriented Care
 - i. Case Manager works with tenant on self-directed recovery plans related to substance use disorders and mental health.
2. Participate in Registry Management meetings to link eligible persons to supportive housing.
 - a. Participate in registry meetings to provide updates on program vacancies
 - b. Fill Housing Case Manager Caseload with referrals identified from the CES approved registry.
3. Conduct first face-to-face meeting with participant and Navigator:
 - a. Scattered site programs
 - i. For persons residing in shelter at the time of referral, within 72 hours
 - ii. For persons unsheltered at the time of the referral
 1. Within 30 days for RRH
 2. Within 90 days for PSH
 - b. Single Site Programs:
 - i. Conduct leasing application with participant and Navigator within 30 days of referral
 - ii. Inform CES via email if leasing application was denied.
 - iii. For approved applicants, CM coordinates lease up and Move In with Navigator and Participant.
4. In the rare event a person is rejected by a program, update the referral status to declined, indicate in case notes the reason for decline, and inform CES via email.
5. Complete Program Intake and begin process of obtaining safe and stable housing.
 - a. When needed, contact CES for emergency shelter referrals for unsheltered participants.

- b. When appropriate and as funding allows, link participant to bridge housing until permanent housing is available
6. Begin Housing Stability Plan via Case Plan notes or other standard Housing Stability Planning tool.
 - a. Ensure Housing Stability Plan incorporates barriers to housing, participant strengths, goals to obtaining and maintaining housing, and the participant's plan to meet goals.
 - b. If using HMIS Case Plan notes to track Housing Stability Plan, note "HSP" at the start of the case note to distinguish the Housing Stability Plan from progress notes.
 7. Help participant address issues that may impede access to housing (such as credit history, arrears, and legal issues).
 - a. Conduct local background check using publicly available online data sources (florida.arrests.org)
 - b. Help obtain credit report on individual/household.
 - c. Review credit reports with individual/household to identify potential barriers with landlords.
 - d. Work with individual/household to create financial stability plan that includes debt reduction and addresses outstanding debt (including judgments).
 - e. Assist with linkage to legal services and credit repair agencies when appropriate.
 - f. Assist with writing Requests for Reasonable Accommodations (RRAs) when appropriate. RRAs may be submitted with the application for housing or after a denial from the landlord/property manager. (Submit copies of first 3 RRAs to HSN for review prior to submitting to landlord.)
 - g. Track use of and outcome of RRAs in HMIS via case plan case notes.
 8. Assist participant with identifying and selecting safe and affordable housing based on their unique needs, preferences and financial resources.
 - a. Discuss housing preferences with each assigned participant including:
 - i. Long-term affordability in relation to current or anticipated income
 - ii. Safety
 - iii. Location preferences in relation to other life goals
 - iv. Potential landlord barriers
 - v. Accessibility needs
 - b. Complete Housing Needs Form on all assigned head of household, if working with HLT.
 - c. Enter Housing Needs Form data onto hlthousingneeds.com once completed.
 - d. Review potential housing units with participant.
 - i. Ensure transportation to potential units for evaluation by participant.
 - ii. Review each unit's location, size and design with participant in the context of overall household goals for housing stability.
 - iii. Assist participant with completing applications, paying special attention to barriers related to limited English proficiency, functional illiteracy, cognitive challenges, etc.

1. Accompany participant to see all potential units (with tenant's consent).
 2. Be present at the signing of the lease, with tenant's consent.
- e. Pay application fees, if appropriate and in accordance with the policies of the housing program.
 - f. Update ongoing work via Case Plans in HMIS on progress of housing selection, noting reasons for units declined, applications submitted, supports provided, status of applications submitted, and reasons for denials if any.
9. Help participant negotiate manageable and appropriate lease agreements with landlords
 - a. Review template lease of units in which the participant has interest.
 - b. Once an application is made on a unit that HSN is subsidizing, email HLT to update.
 - c. If applicant is approved for unit that HSN is subsidizing the rent for, submit ticket to HLT to [request an inspection](#).
 - d. Once HLT has inspected the unit and confirms a lease can be signed, Case Manager submits tenant's first month rent calculation form to HLTFinance@hsncfl.org, with other information or documents needed to establish rental assistance contract with the landlord/property manager:
 - i. Amount of deposit
 - ii. Date lease will be active
 - iii. Amount of pro-rated first month's rent to be paid by household, if applicable
 - iv. Amount of rent to be paid by household during first month(s) of financial assistance
 - v. Any changes in amount of rent paid by the household submitted to HSN by the 15th of the month, to be reflected in payment made to landlord/property manager on the 1st of the following month.
 - e. Case Manager coordinates a time to join participant for the lease signing. Case Manager must be present for lease signing.
 - f. Review all lease components with tenant, focusing on tenant rights and responsibilities as well as landlord rights and responsibilities, including but not limited to:
 - i. Rent payments and fees found in the lease, with emphasis on fees not in the lease that cannot be charged to the tenant
 - ii. What it means to be a good tenant and good neighbor to avoid landlord notices
 - iii. Limits on overnight guests
 - iv. Maintenance protocols
 - v. Landlord and maintenance accessing the unit for repairs
 - g. Once a lease is signed, furnish copy of lease to HLTFinance@hsncfl.org within 3 business days of signing, if HSN is subsidizing rent.
 - h. Upload signed lease in HMIS. If file is too big, include pages 1-2 and signature page.
 10. Case Manager ensures Utilities are set up to begin the day of move in

11. Case Manager arranges furniture and household goods for the day of move in, ensuring basic needs are in place
12. Case Manager is present at Move In to help orient tenant to unit (Move-ins may be later than the lease signing)
 - a. Fire extinguisher and emergency exits
 - b. Maintenance activities to be done by tenant
 - c. How and when to submit a maintenance request to landlord
 - d. On/Off for all utilities (water valve, circuit breaker, etc.)
 - e. Use of appliances
 - f. Cleaning techniques for the surfaces in the unit (carpet vs. tile; wood vs paint)
13. Case Manager helps orient tenant to complex or neighborhood
 - a. Designated smoking areas
 - b. Where to get groceries
 - c. Bus routes
 - d. Parks and walking paths
 - e. Social and Community Connections
14. Complete interim update in HMIS to reflect move-in date and new permanent housing address.
Move in Date should reflect the first night the tenant slept in the unit, which may be a later day than when the lease was signed.

- a. Update Housing Stability Plan (every 3-6 months depending on program), with emphasis on how tenant is achieving housing stability. Include detailed actions to be taken by household and by agency to achieve housing stability.
 - b. Submit required documentation to HSN by 5th of each month to ensure rental assistance paid to landlord by 1st of the following month, if HSN is subsidizing rent.
 - c. Submit revised rent calculation or other required documentation needed to make a determination regarding whether to alter or discontinue financial assistance as changes in circumstances dictate or when ongoing housing stability is obtained. (Any such documentation must be submitted to HSN by the 15th of the month to ensure that payments to landlords are appropriately adjusted or discontinued for the following month.)
3. Monitor participant's housing stability and be available to adjust supports as tenant needs require.
- a. Services must be provided during any month that the participant receives rental assistance.
 - b. For RRH: Case Management services should be provided as needed to promote housing stability and retention during months that rental assistance is not provided. (Services need not be provided in consecutive months.)
 - c. For PSH:
 - i. In Scattered site programs, Case Management services continue even in the event of eviction and/or during multiple housing placements.
 - ii. In Single-Site PSH programs, the Case Manager/Program Manager should request a PSH Staffing for any tenants at risk of losing their unit. Staffing Committee can make recommendations for preventing an eviction, as well as if tenant is eligible for a project transfer if evicted. If tenancy remains at risk, CES is notified in advance to begin planning for a potential transfer to another PSH program. Transfers are pending additional PSH program capacity. CES coordinates with Outreach and single site Case Manager if tenant is evicted prior to a transfer. Outreach will remain engaged with participant until transfer is available.
 - d. Develop plan for follow-up with and assistance to individuals/households who had previously stabilized but need additional assistance due to onset of a new crisis, if services had previously been reduced or stopped.
4. Provide or assist individual/household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. When necessary, provide or ensure individual/household has access to resources pertaining to:
- a. Employment
 - b. Benefits
 - c. Community-based services or activities

5. Develop and implement a plan for progressive engagement of participants who receive housing subsidies but refuse ongoing Case Management services and supports.
6. When appropriate, develop and implement a discharge or “step down” plan for individual/household once stabilized and not currently at serious risk for returning to homelessness.
 - a. Peer supports
 - b. Connection to family or other natural supports
 - c. Independent Living Skills
 - d. Wellness or Illness Self-Management
 - e. Connection to Community-Based supports and services
 - f. Financial Capacity

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : SEMINOLE COUNTY GOVERNMENT 520 W LAKE MARY BLVD, SUITE 100 SANFORD, FL 32773 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X