



Community Development Division
Public Services Building
2051 Kaen Road Oregon City, OR
97045 (503) 650-5664 (Office)

NOTICE OF FUNDING OPPORTUNITY #2020 ESG CV2

Issue Date: September 24, 2020

Project Name:	CV2 Emergency Solutions Grant – Community Based Organizations	
Due Date/Time:	October 28, 2020, 2:00 pm	
Contact:	Mark Sirois	Email: marksir@clackamas.us

**SUBMIT PROPOSALS VIA EMAIL TO MARKSIR@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“2020 ESG CV2 Proposal” IN THE SUBJECT LINE**

--SUBMIT PROPOSALS AS SOON AS POSSIBLE--

Respondents are encouraged to submit a response anytime during the NOFO published schedule and to not wait until the due date and time. Proposals will be reviewed as they are received to determine award and contracts will be issued immediately so that services may begin as quickly as possible.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Respondents are required to read, understand, and comply with all information contained within this Notice of Funding Opportunity (“NOFO”). All Proposals are binding upon the Respondents for sixty (60) days from the Proposal Due Date/Time.

--OPTIONAL PROPOSAL CONFERENCE CALL--

The County will host an optional pre-proposal conference Zoom meeting on Thursday October 8th at 2 p.m. The Zoom Meeting can be accessed via the information below:

<https://clackamascounty.zoom.us/j/96060880274?pwd=NDBtekZpejhMTVFiRkVKZ2JqOXMvUT09>

Meeting ID: 960 6088 0274

Passcode: 266347

One tap mobile

+14086380968,,96060880274# US (San Jose)

+16699006833,,96060880274# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 960 6088 0274

Find your local number: <https://clackamascounty.zoom.us/u/apW1EzBXo>

Join by SIP
96060880274@zoomcrc.com

Join by H.323
162.255.37.11 (US West)
162.255.36.11 (US East)
Meeting ID: 960 6088 0274
Passcode: 266347

NOFO Documents are available by contacting Mark Sirois at marksir@clackamas.us. Prospective Respondents will need to provide contact information that will be compiled for a NOFO Respondents List. Prospective Respondents are responsible for obtaining any addenda or clarifying questions from the Community Development Division.

Proposals are to be emailed to marksir@clackamas.us. If mailed or hand delivered, the Proposal must be submitted to Clackamas County Community Development Divisions – Attention Mark Sirois at 2051 Kaen Road, Suite 245, Oregon City, Oregon, 97045. Proposals received after the Proposal Due Date/Time may not be considered.

All questions regarding this NOFO are to be directed to Mark Sirois at the Community Development Division. Respondents may not communicate with County employees or representatives about the NOFO during the procurement process until the Community Development Division has notified Respondents of the selected Proposals. Communication in violation of this restriction may result in rejection of a Proposal.

2. SCOPE

A. Background and Purpose

The purpose of this NOFO is for the Clackamas County Health, Housing and Human Services Department's Community Development Division ("CDD") to partner with multiple community based organizations ("CBO") to assist eligible low-income County residents impacted by COVID-19 with homeless shelter services, rapid re-housing rent assistance and other ESG eligible activities.

The COVID-19 Emergency Solutions Grant Program ("ESG") provides funds for homelessness prevention, homeless shelter services and rapid re-housing rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 ESG program specific eligibility requirements.

Respondents may apply to provide:

- Homeless Shelter Services operations and staffing only up to \$500,000, or
- Rapid Re-Housing case management and rent assistance only up to \$500,000, or
- A combination of these 2 services.

This funding is intended to serve the broadest possible number of community members. However, due to historical inequities, it is especially important that people of color, LGBTQ community members, unaccompanied youth and Veterans are served. "Prioritized Organizations" are those organizations that focus on the above referenced populations.

Additional Non-COVID Emergency Solutions Grant funds may be added to supplement the budgets of selected community-based providers of homeless shelter services and rapid rehousing services. These funds may require separate ESG sub-recipient contracts.

B. Type of Contract Issued from this NOFO

- 1) **Subrecipient Agreement.** Subgrantee contractual relationship, CBO performs all eligibility determination and documentation, data collection and data entry, issuance of rent payments and 6-month post-exit housing status follow up. All ESG program requirements in attached ESG and CoC Program Manual and any other CARES Act guidance provided by Federal funding sources that are applicable to this service.

Detailed invoices must be submitted monthly. No advance payments will be allowable for this program.

Maximum Subrecipient Program Delivery Reimbursement

- The County will permit subrecipient program delivery reimbursement to the maximum extent permitted by Federal funding sources. The County believes the Federal funding sources will permit a maximum 15% of the total direct client support (rent and utility payments) for program delivery personnel costs (reimbursement basis with effort reporting).
- Administrative charges of 10% of the contract amount are allowed on this award.
- All submitted Proposals will be subject to negotiations to best distribute funds to targeted groups and across the county geographically.

Note: CBOs will be asked to project the number of households to be served by March 30, 2021. Adjustments to distributions may occur in the event of significant underspending.

C. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas County.

COVID 19 Impact Eligibility: ESG-provided services require applicants to meet one of the program specific eligibility criteria.

- (1) Homelessness or possible homelessness due to loss of employment or income due to COVID-19 related factors; OR
- (2) Directly impacted by business closure related to COVID-19; OR
- (3) Diagnosed or exposed to COVID-19; OR
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19.

Income Eligibility: Participants must have gross incomes (last 30 days) at or below 50% of area median income for household size.

Housing Status Eligibility:

- Is at risk of losing their housing, provided that:
 - They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; AND
 - Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as, having experienced a loss of income, or other threat to housing stability due to the COVID-19 crisis, and it is

unknown if the problem will resolve in time to avert a loss of housing.

Household Eligibility:

Households of any configuration are eligible. Including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

D. Eligible Costs

- Contract administration
- Shelter Staffing and case management
- Shelter Operations: supplies, utilities, food, hotel/motel vouchers
- RRH Participant rent
- RRH Personnel salaries, taxes and benefits proportional to time needed to deliver the proposed services, not to exceed the maximum percentage for the service.

E. Scopes of Work

Subrecipient Scope of Work

The Respondent agency will be required to perform the following work in accordance with the terms and conditions in an awarded contract.

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach, in working with households and individuals requesting COVID 19 homeless shelter assistance and/or rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate an ESG program of services as outlined in the CoC and ESG Program Manual and additional guidance as may be posted from HUD and distributed by CDD to subrecipients of ESG funds.
5. Provide the type, level and duration of service that will address participants need as quickly as possible and for as short a time and as low of a cost as possible.
6. Issue payments to landlords as quickly as possible.
7. Gather all required Homeless Management Information System (HMIS) data elements and enter data into HMIS within established timeline.
8. Submit invoices and all required financial information per established timelines.

See attached CoC and ESG Program Manual

3. SAMPLE CONTRACT

CBO selection based on this NOFO will result in a subrecipient agreement.

Submission of a Proposal in response to this NOFO indicates Respondent's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which is part of this NOFO packet. No action or response to the sample contract is required under this NOFO.

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

****Additional Federal Terms and Conditions****

See attached Subrecipient Agreement Template

4. PROPOSAL

Respondents are encouraged to submit a response anytime during the NOFO published schedule and to not wait until the due date and time.

Proposals should be short and concise (5-7 pages) with the following information:

- A. Indicate Service Applying For: Homeless Shelter Services or Rapid ReHousing or both
- B. Company experience in these types of projects;
- C. Experience of staff that will work on the project;
- D. Ability and timeframe to start services after execution of contract;
- E. Proposed number of households that will be served by March 30, 2021;
- F. Provide 2 partner/government references for similar services;
- G. Provide a detailed budget breakdown of direct costs.
- H. Clackamas County Certifications Form; and
- I. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. EVALUATION

Proposals will be evaluated based on subjective factors including, but not limited to: Firm experience, staff experience, ability to quickly start services, and references.

CLACKAMAS COUNTY CERTIFICATIONS
NOFO #2020-ESG CV2

Each Respondent must read, complete and submit a copy of this Clackamas County Certification with their Proposal. Failure to do so may result in rejection of Proposal. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Proposal agency and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110 (2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposal agency is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposal agency to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Proposal has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Proposal agency or will Proposal agency discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this NOFO, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Proposal agency to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a Proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the NOFO (including any attachments); and
2. Are an authorized representative of the Proposal agency, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the NOFO and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this NOFO.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Proposal agency, as defined in ORS 279A.120

Non-Resident Proposal. Resident State: _____

Oregon Business Registry Number: _____

**CLACKAMAS COUNTY
INSTRUCTIONS TO
RESPONDENTS**

Proposals are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

PROPOSAL PREPARATION

1. **PROPOSAL FORMAT:** Proposals must be submitted as indicated in the NOFO.
2. **CONFORMANCE TO NOFO REQUIREMENTS:** Proposals must conform to the requirements of the NOFO. Unless otherwise specified, all items Proposed are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the Proposal and in the required format. Proposal prices must be for the unit indicated on the Proposal. Failure to comply with all requirements may result in Proposal rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the NOFO in any way. No other directions received by the Proposer, written or verbal, serve to change the NOFO document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE NOFO, YOU SHOULD CONSULT THE COMMUNITY DEVELOPMENT DIVISION TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. RESPONDENTS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR PROPOSAL. HOWEVER, RESPONDENTS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL PROPOSAL. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE PROPOSALR'S PROPOSAL NON- RESPONSIVE, WHICH MAY CAUSE THE PROPOSAL TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Respondents may submit Proposals for substantially equivalent products to those designated unless the NOFO provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Respondents must clearly identify all products Proposed Brand name and model or number must be shown. Clackamas County reserves the right to reject any Proposal when the product information submitted with the Proposal is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the NOFO, PROPOSAL PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Proposal.
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from Proposal specifications, or the form of sample contract referenced in this NOFO, may result in Proposal rejection at County's sole discretion.
9. **SIGNATURE ON PROPOSAL:** Proposals must be signed by an authorized representative of the Proposal agency. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a Proposal for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a Proposal also certifies that the Proposer has read and fully understands all Proposal specifications, and the

sample contract referenced in this NOFO (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the NOFO.

- 10. PROPOSAL MODIFICATION:** Proposals, once submitted, may be modified in writing before the time and date set for Proposal closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior Proposal. Respondents may not modify Proposals after Proposal closing time.
- 11. PROPOSAL WITHDRAWALS:** Proposals may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Proposal Due Date/Time. Proposals may also be withdrawn in person before the Proposal Due Date/Time upon presentation of appropriate identification.
- 12. PROPOSAL SUBMISSION:** Proposals may be submitted by returning to Clackamas County Community Development Division in the location designated in the introduction of the NOFO; however, no oral or telephone Proposals will be accepted. Envelopes, or e-mails containing Proposals should contain the NOFO Number and NOFO Title.

PROPOSAL EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze Proposals which fail to comply with the requirements of the NOFO or which clearly are not the best Proposals, nor will Clackamas County generally investigate the references or qualifications of those who submit such Proposals. Therefore, neither the return of a Proposal, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful Proposal was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the NOFO.
- 4. PAYMENT:** Proposals which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Proposal agency with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Proposal agency in order to complete its investigation. Clackamas County reserves the right to reject any Proposal or to reject all Proposals at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire Proposal, whichever is in the best interest of Clackamas County.
- 7. PROPOSAL REJECTION:** Clackamas County reserves the right to reject any and all Proposals.
- 8. PROPOSAL RESULTS:** Respondents who submit a Proposal will be notified of the NOFO results. Awarded Proposal files are public records and available for review by submitting a public records request or by appointment.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

June 9, 2020

Mr. Jim Bernard
Chairperson Elect of the Board of Commissioners of Clackamas County
2051 Kaen Road
Oregon City, OR 97045-4035

Dear Chairperson Elect of the Board of Commissioners Bernard:

I am pleased to inform you of the second allocation of Emergency Solutions Grants (ESG) Program funds HUD is awarding to your jurisdiction in the amount of \$2,528,172, as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

President Trump signed the CARES Act on March 27, 2020 to help the Nation respond to the coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94). Of this amount, the Department previously allocated \$1 billion for ESG-CV grants based on the FY 2020 ESG formula and set aside \$40 million for technical assistance.

An additional \$2.96 billion in funding for ESG-CV grants is now being allocated directly to States or units of local government by a separate formula developed by the Secretary. The formula approved by the Secretary includes variables that quantify the population currently experiencing and at risk of homelessness, including:

- Total Homeless Population
- Unsheltered Homeless Population
- Total Very Low Income (VLI) Renters
- VLI Renters that are Overcrowded or without a Kitchen or Plumbing

The variables were further weighted to adjust for fair market rents. HUD's formula methodology for this second allocation can be found at https://www.hud.gov/sites/dfiles/CPD/documents/ESG_CARES_Act_Round_2_Allocation_Methodology_rev.pdf

As with the first allocation, this second allocation of ESG-CV funds is subject to the following flexibilities and conditions provided by the CARES Act:

- The funds may be used to cover or reimburse allowable costs incurred by a State or locality before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19;
- The funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- Up to 10 percent of funds may be used for administrative costs, as opposed to 7.5 percent as provided by 24 CFR 576.108(a);
- The funds are exempt from the ESG match requirements, including 24 CFR 576.201;
- The funds are not subject to the consultation and citizen participation requirements that otherwise apply to the Emergency Solutions Grants, however each recipient must publish how its allocation has and will be used, at a minimum, on the Internet at the appropriate Government web site or through other electronic media;
- The funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD's Very Low-Income Limit for the area and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the "at risk of homelessness" definition in 24 CFR 576.3;
- That recipients may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326;
- While we encourage you to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e).

In addition, the Act authorizes the Secretary to grant waivers of and specify alternative requirements for statutes and regulations the Secretary administers in connection with the use of ESG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). These waivers and alternative requirements can be issued when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus. HUD has made available the following waivers that are applicable to ESG-CV funding:

- [CPD Memo: Availability of Additional Waivers for CPD Grant Programs to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19 \(5/22/2020\)](#)
 - **Waiver Applicability to ESG-CV** - Made all ESG waivers provided in 3/31/2020 memo applicable to ESG-CV

- **Housing Stability Case Management** – Original waiver (see below) is extended an additional 3 months beginning on the date of the memorandum (5/22/2020)
- [CPD Memo: Availability of Waivers of CPD Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19 for CoC, ESG, and HOPWA \(3/31/2020\)](#)
 - **HMIS Lead Activities** - Allows any recipient to use ESG funds to pay costs of upgrading or enhancing its local HMIS to incorporate data on ESG Program participants and ESG activities related to COVID-19
 - **Re-evaluations for Homelessness Prevention Assistance** - For up to the 2-year period beginning on the date of the waiver memorandum (3/31/2020), the required frequency of re-evaluations for homelessness prevention assistance under section 576.401(b) is waived
 - **Housing Stability Case Management** - For the 2-month period beginning on the date of the waiver memorandum (3/31/2020), the required frequency of housing stability case management for homelessness prevention and rapid re-housing assistance is waived
 - **Restriction of Rental Assistance to Units At or Below FMR** - For the 6-month period beginning on the date of the waiver memorandum (3/31/2020), the FMR restriction is waived for any individual or family receiving Rapid Re-housing or Homelessness Prevention assistance who executes a lease for a unit

The Department is developing a notice that will further lay out the CARES Act provisions and other waivers and requirements to enable swift implementation of ESG-CV grants. This notice and any subsequent notices of waivers and alternative requirements will be made available on HUD's website and distributed to recipients. The Department will also support recipients with technical assistance.

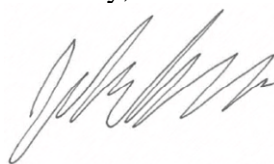
As your jurisdiction continues to develop its plan to use these grant funds, HUD encourages approaches that prioritize the unique needs of persons experiencing homelessness and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. Your jurisdiction should coordinate with State and local health authorities as you support state or local pandemic response. HUD encourages you to share successes that may help other recipients. Like other supplemental funding, ESG-CV grants are subject to oversight and tracking. We look forward to working with you to achieve the best possible outcomes for people experiencing and at risk of homelessness and to prevent fraud, waste, and abuse.

Importantly, proper reporting in the Integrated Disbursement and Information System (IDIS) and Homeless Management Information Systems (HMIS) is critical to ensuring recipients are complying with program requirements and policies, providing demographic and income information about the persons who benefit from funded activities, and allowing HUD to monitor recipients. Your jurisdiction's ongoing attention is essential to ensuring complete and accurate reporting of performance measurement data.

All ESG recipients must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds which will delay your ability to drawdown funds in IDIS. Recipients are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

HUD's Office of Community Planning and Development (CPD) is looking forward to working with your jurisdiction to successfully meet the urgent and complex challenges faced by our communities. If you or your staff have questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "John Gibbs", written in a cursive style.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 19-004	
Project Name: ESG Title IV-B Project Number: To Be Assigned	
This Agreement is between Clackamas County , Oregon, acting by and through its Health, Housing and Human Services Department, Community Development Division (COUNTY) and SAMPLE AGENCY , (SUBRECIPIENT), an Oregon Nonprofit Organization.	
Clackamas County Data	
Grant Accountant:	Program Manager:
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5429	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 503-650-5664
Subrecipient Data	
Finance/Fiscal Representative:	Program Representative:
Agency Address Phone: Email: email@AGENCYor.org	Agency Address Phone: email@AGENCYor.org
DUNS: 959059759	

RECITALS

1. This Agreement is entered into between Clackamas County (COUNTY) and **SAMPLE AGENCY** (SUBRECIPIENT) to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program (ESG) contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
2. COUNTY has applied for and expects to receive Emergency Solutions Grant (ESG) funds from the United States Department of Housing and Urban Development (HUD) authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for eligible operating and maintenance expenditures for the **AGENCY Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System (HMIS).

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning (date) and expires (date) , a total of twelve (12) months.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E19-UC-41-0001 (Federal award date: 7/15/19_) that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations (CFR), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to the COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E19-UC-41-0001). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$00,000.00**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by the COUNTY resulting from material failure by the SUBRECIPIENT to comply with any term of this Agreement, or;
 - ~~b.~~ Mutual agreement by the COUNTY and SUBRECIPIENT.
 - c. Written notice provided by the COUNTY that HUD has determined that ESG funds are no longer available for this purpose.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of ESG funds shall remain with the COUNTY.
7. **Funds Available and Authorized.** The COUNTY certifies that **\$00,000** in Federal Funds have been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority

sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - f) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use ~~{choose one} a Federally-negotiated indirect cost rate agreement {OR}~~ the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT must provide COUNTY with a copy of this rate agreement upon execution of this Agreement.
 - g) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - h) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.

- i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** The SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- q) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States

unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- s) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
1. Client Eligibility Determinations and documentation;
 2. Rental Assistance Agreements;
 3. Service and assistance provided;
 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 5. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.

6. Disclosure. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 7. Property Records. The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- v) **Record Retention.** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the **Emergency Solutions Grant (ESG)** that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the COUNTY at the end of the Agreement period.

11. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.

- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

12. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 24 CFR Part 84 and 2 CFR 200.318-326.
- b) COUNTY'S performance under the Agreement is conditioned upon SUBRECIPIENT'S compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are

incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property,

including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Subagreements**
- a. **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.
 - b. **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - c. **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
 - d. **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to the COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

14. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
- d) **Uniform Administrative Requirements.** The requirements of 24 CFR part 84 apply to SUBRECIPIENT except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
- i. Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for the COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of the COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by the COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).
 - ii. SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under Emergency Solutions Grant (ESG).
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to the COUNTY prior to the commencement of the activity. The COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with the COUNTY’S (or SUBRECIPIENT’S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by the appropriate HUD field office.

15. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally assisted program. The COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

16. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

17. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

c) Job Training and Employment for Low-income Residents -Section 3

- i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no Agreemental or other disability exist which would prevent compliance with these requirements.
- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing

construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- iv. **SUBRECIPIENT** certifies and agrees that no Agreemental or other legal incapacity exists which would prevent compliance with these requirements.
 - v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
18. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 19. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 20. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 21. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 22. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 23. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

24. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

SAMPLE AGENCY

By: _____
Chair

By: _____
, Executive Director

By: _____
Recording Secretary

Dated: _____

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
 - Exhibit A.1 SUBRECIPIENT Scope of Work
 - Exhibit B: SUBRECIPIENT Program Budget
 - Exhibit C: Lobbying Certificate
 - Exhibit D: Required Financial Reporting and Reimbursement Request
 - Exhibit E: Subrecipient Performance Reporting
 - Exhibit F: Required Certifications
 - Exhibit G: Final Financial Report
-
- Attachment A: ESG Policies

EXHIBIT A

SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is made part of this agreement as Attachment A.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with the COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
 - ii. Standards for targeting and providing essential services related to street outreach;
 - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
 - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
 - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a

- list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
 - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).
 - f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
 - i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
 - g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
 - h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
 - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
 - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
 - i. Housing stability case management.
 - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:

- a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
 - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
 - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
- i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by the COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
 - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
 - a) Written notice to the program participant containing a clear statement of the reasons for termination;
 - b) A 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 made or approved the termination decision; and
 - c) Prompt written notice of the final decision to the program participant.
 - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
- i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
 - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

- c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
 - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - e) Water supply. The shelter's water supply must be free of contamination.
 - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
 - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - iv. Water supply. The water supply must be free from contamination.
 - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
 - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
 - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
 - x. Fire safety.

- a) There must be a second means of exiting the building in the event of fire or other emergency.
 - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
 - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 84.42. For all other transactions and activities, the following restrictions apply:
- i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph 7.14.3.2 of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph 7.14.3.1 of this section.
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements under paragraph 7.14.3.1 of this section, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position described in paragraph 7.14.1 of this section;

- (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
 - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
 - ii. If SUBRECIPIENT is unable to meet requirement under paragraph R.1., it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to the COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

EXHIBIT A.1

SUBRECIPIENT SCOPE OF WORK

I. Scope of Work for: The AGENCY Emergency Shelter

Agency agrees to accomplish the following work under this contract:

A. Provide emergency shelter services to homeless persons including:

- Safety planning
- Advocacy and assistance navigating systems
- Case management
- Crisis intervention
- Information and Referral
- Support groups
- Counseling

B. It is expected that the funding under this ESG contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.

EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this contract shall not exceed \$00,000 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Program Costs		Source of funds
Shelter staffing	\$ _____	_____
Shelter utilities	\$ <u>21,000</u>	<u>ESG</u>
Shelter maintenance	\$ <u>10,000</u>	<u>ESG</u>
Shelter rent	\$ _____	_____
Shelter supplies	\$ <u>\$5,000</u>	<u>ESG</u>
Insurance	\$ _____	_____
Food	\$ _____	_____
Other	\$ <u>4,000</u>	<u>ESG</u>
 Total ESG:	 \$ <u>00,000</u>	
 Total Shelter Expenses:	 \$ <u>580,000</u>	

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**Exhibit D
 REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
 Please follow instructions for completing this form as outlined in Exhibit D.1.**

Subrecipient <u>SAMPLE AGENCY</u>	Grant Number: _____
Address: _____	Report Period: _____
_____	Contract #: _____
Contact Person: _____	Federal Award #: _____
Phone Number: _____	CFDA(s): <u>14.231</u>
E-mail: _____	

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
Authorized Signer: _____
Date: _____

Department Review

Project Officer Name: _____

Department: _____

Signature: _____

Date: _____

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.
- Any timesheet(s) submitted by the SUBRECIPIENT are to include: Employees' hours worked as related to shelter services, fringe benefits costs, and other related costs. The SUBRECIPIENT may use their organizational timesheet once it is reviewed and approved by COUNTY.

EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS

Reporting Requirements. The SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by the COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

EXHIBIT F

Required Certifications

I, _____, Executive Director of SAMPLE AGENCY (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

ESG Certifications

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where

appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the ESG program is met in the following manner:

Signature/Authorized Official Date

Title

Project Name: ESG Shelter Services and Operations	Agreement #: 19-004
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: SAMPLE AGENCY	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total non-Federal Funds authorized on this agreement:	
Total non-Federal Funds requested for reimbursement on this agreement:	
Total non-Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

ATTACHMENT A: ESG POLICIES



Continuum of Care (CoC) and Emergency Solutions Grant Program (ESG)

Date Approved: December 12, 2019

Clackamas County
Housing and Community Development Division
Public Services Building
2051 Kaen Road – Suite 245
Oregon City, Oregon
(503) 655-8591
www.clackamas.us/communitydevelopment/

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Program Overview

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) consolidated three separate homeless assistance programs administered by the U.S. Department of Housing and Urban Development (HUD) under the McKinney-Vento Homeless Assistance Act into a single grant program. The HEARTH Act revised the Emergency Shelter Grants program and renamed the program the **Emergency Solutions Grants (ESG)** program. The HEARTH Act also codified in law the **Continuum of Care (CoC)** planning process that is part of HUD's annual application for funding of programs and services that assist homeless and at-risk persons.

The Clackamas County Continuum of Care (CoC) is a consortium of individuals and organizations with the common purpose of planning for a housing and services continuum for people who are homeless or at-risk of homelessness. CoC funded providers operate the following programs and follow program rules listed in **CoC Interim Rule 24 CFR Part 578**:

1. Transitional Housing
2. Permanent Supportive Housing
3. Rapid Rehousing

The mission of the Clackamas County CoC is to facilitate the development of a continuum of housing programs and services, utilizing both CoC and ESG funds that provide sufficient opportunities to significantly mitigate homelessness in Clackamas County, via:

- Full utilization of mainstream resources
- Coordination of service delivery and housing systems
- Systemic agreements and institutional focus on populations at high risk of homelessness
- Creative cultivation of new resources
- Public awareness to foster a collective sense of responsibility for addressing homelessness

The above mission, developed by the CoC, is based on a set of principles which will permeate its implementation. These principles are:

- Equity of access to housing and services
- Choice and self-determination as consistently part of the process
- Treating people with dignity and respect, regardless of their housing status
- Culturally competent services
- Non-judgmental approach to people and their housing barriers throughout the housing and service systems

I. GENERAL STANDARDS:

1. Coordinated Assessment:

Minimum standards for the coordinated access and assessment system are:

- The Continuum of Care (CoC) has developed and adopted a coordinated assessment system, Coordinated Housing Access (CHA), in accordance with HUD's requirements (24 CFR Part 578). All ESG and CoC providers in Clackamas County participate in this assessment system. Please see the complete CHA manual for a detailed description of this program.

2. Homeless Management Information System (HMIS):

Minimum standards for CoC and ESG data are:

- Providers, except for victim service providers, shall utilize the Homeless Management Information System (HMIS), to enter data on people served and assistance provided under ESG and CoC.
- Victim service providers shall utilize a comparable data system that meets HUD's standards (24 CFR 576.107).

- All providers, including victim services providers, shall adhere to the reporting and data quality standards in the current Clackamas County HMIS Policies and Procedures.

3. Performance Measurement

All providers will submit Annual Performance Reports (APRs) to HUD. All providers will be measured annually (at minimum) using the following HUD CoC performance measures, according to the type of project/service provided:

- Ending Chronic Homelessness** – Have providers met commitments made to HUD to house chronically homeless persons? (Permanent housing projects)
- Housing Stability** – Have participants stayed in or moved to permanent housing? (Transitional housing projects)
- Jobs and Income Growth** – Have participants increased their income? (all projects)
- Mainstream Benefits** – Have participants gotten access to services? (all projects)
- Rapid Re-Housing** – Have families been appropriately housed as quickly as possible? (RRH projects)
- Shelter to housing** - At least 30% of people exiting shelters go to transitional or permanent housing (shelter providers).
- Equity Measures**- Are programs taking adequate steps to ensure equity, diversity and inclusion for all program participants and increasing cultural competency organization-wide? (all projects)

4. Education of Children

Clackamas County CoC strongly values education, believing that increased educational attainment lowers the risk of future homelessness. ESG and CoC programs shall inform parents and unaccompanied youth of their educational rights, take the educational needs of children into account when families are placed in housing, and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education. Providers and homeless school liaisons will coordinate schooling for each school-age child, reducing school migration and connecting students to services. Reference: 24 CFR 578.23 (C) 7

5. Family Unity

The CoC and ESG providers of emergency shelter, transitional housing, rapid rehousing and permanent housing serving families shall ensure that no members of a household with children under 18 are denied admission or separated when entering or participating in shelter, transitional housing, Rapid Rehousing, or Permanent Supportive Housing. The CoC ensures that no provider denies admission to or separates any family member from other members of their family or caregivers based on any protected classes under the Fair Housing Act and 24 CFR 5.105(a)(2)–Equal Access to HUD-Assisted or HUD-Insured Housing: (see Anti-Discrimination policy).

Definition of family:

HUD defines family as follows:

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or,
2. A group of persons residing together, and such group includes, but is not limited to:
 1. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 2. An elderly family;
 3. A near-elderly family;
 4. A disabled family;

5. A displaced family; and,
6. The remaining member of a tenant family.

The CoC follows the [McKinney-Vento Act, as amended by the HEARTH Act](#) definition of family, with is distinguished from individual. Therefore, paragraph (1) of the definition of family under the Equal Access Rule is considered an individual under the CoC and ESG programs and the definition of family for these programs is defined as follows:

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

CoC addresses the needs of LGBTQ people and their families experiencing homelessness by ensuring staff are culturally competent and include LGBTQ community members. Trainings on addressing the needs of LGBTQ people and their families are often available in the community and CoC staff ensure all CoC members are aware of these training opportunities.

6. Reasonable Accommodations

Clackamas County is committed to the equal treatment of all persons, and believes that no eligible individual with disabilities should, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any CoC or ESG programs.

All providers will provide **Reasonable Accommodations** to applicants and participants of CoC and ESG Programs. A reasonable accommodation is an agency or program modification or change to its policies or procedures that will assist an eligible person with a disability to attain equal participation in programs.

Providers will assist clients in reviewing and understanding the agency or program Reasonable Accommodation Policy and completing any type of Request for Reasonable Accommodation documentation, as needed.

7. Termination of Assistance (24 CFR Part 578.91(a))

Minimum standards for termination of assistance:

- In general, if a program violation occurs and the provider terminates assistance as a result, the termination must follow an established process that recognizes the rights of the individuals affected. Early termination should only occur in the most severe cases.
- *Formal Process*- For program participants receiving rental assistance, housing relocation assistance, or stabilization services, termination should -at minimum- include the following formal process:
 - Written notice clearly stating the reasons for termination;
 - A review of the decision that gives the participant opportunity to present objections to the decision maker; and
 - A prompt written final notice
- *Ability to provide further assistance* – Termination will not bar the provider from providing later additional assistance to the same family or individual
- *Grievance Process* - All CoC and ESG providers must adhere to a grievance process for contesting termination (see below).

8. Grievance Process (24 CFR Part 578.91(b))

All providers shall have a Grievance Process that recognizes the rights of individuals to due process when assistance is terminated. Individuals receiving assistance are informed at entry of the grievance process for that particular provider. The process shall consist of an informal process and a formal process. Providers will assist clients in reviewing and understanding the agency or program Grievance Process and completing any type of Grievance Process documentation. Under no circumstances shall a person choosing to engage in a grievance process negatively impact the services provided to the person or household.

9. Anti-discrimination/Equal Opportunity/Affirmative Outreach: All service providers, regardless of funding source, must comply with the Fair Housing and Equal Opportunity requirements in 24 CFR 578.93(c), which outlines how providers affirmatively further fair housing and prohibitions on involuntary family separation.

All service providers, regardless of funding source, must comply with the requirements for Anti-discrimination, equal opportunity and affirmative outreach identified in 24 CFR 576.407 (a-b) and the Fair Housing Act, including persons of any particular race, color, religion, sex, age, national origin, familial status, disability, or individuals who identify as LGBTQ who may qualify for those facilities and services. Service providers shall provide equal access to services in accordance with the individual's gender identity regardless of funding sources.

All recipients and sub-recipients, regardless of funding source, as well as owners, operators, and managers of shelters, and other buildings and facilities and providers of services, must ensure marketing, outreach, programs access, and service provisions comply with 24 CFR 5.105(a)(2). Equal access must be provided to individuals in accordance with their gender identity in programs and shelter funded under programs administered by HUD's Office of Community Planning and Development (CPD). All programs are required to grant equal access to such facilities, and other buildings and facilities, benefits, accommodations and services to individuals in accordance with the individual's gender identity, and in a manner that affords equal access to the individual's family.

The CoC conducts CoC-wide annual trainings attended by CoC and ESG providers on how to effectively address discrimination based on any protected class under the Fair Housing Act. Annual trainings are also conducted on how to effectively implement Equal Access to Housing in HUD programs in accordance with an individual's Gender Identity (Gender identity Final Rule).

Service providers must ascertain the preferred language of participants and make every effort to provide services in the preferred language.

10. Domestic Violence Survivors- Unique Needs:

Survivors fleeing domestic violence can call the Coordinated Housing Access (CHA) line or Clackamas Women's Services (CWS), or walk into any CoC or ESG provider to be assessed for all CoC and ESG programs, ensuring maximum choice. CHA assessments are trauma informed, survivor centered, and require no details about abuse. When CWS assesses homeless survivors, HMIS staff create an entry with a unique number and no client-identifying data. As housing slots open, CoC programs work with CWS to house survivors. Survivors with no income are housed regularly and all survivors have access to no-cost support groups, counseling, and wrap-around support. Individual choice and safety needs are always respected, including location of housing and services. Choice, self-determination, and a nonjudgmental approach are stated foundational principles in CoC By-Laws.

Financial dependency is one of the core reasons cited for DV survivors remaining in dangerous relationships and living arrangements. By increasing their income through linkages to employment and training programs (including employment services sited in Clackamas County such as Clackamas Work), as well as reimbursement for travel and child care expenses during the job search, participants achieve self-sufficiency to support long term stability and transition from abusive environments.

Culturally specific and responsive support is provided by the programs clinical specialist and staff, trained in trauma informed care, to address trauma and other mental health issues. Case Management helps clients develop a safety plan centered on acquisition of safe, stable housing, and targets immediate and long term barriers to survivor safety and self-sufficiency, leading to lasting stability.

11. Emergency Transfer Plan For Survivors Of Domestic Violence:

Clackamas County values the safety of all residents and program participants. In order to ensure individuals are not denied assistance, evicted, or have their assistance terminated because they are classified as survivors of domestic violence, dating violence, sexual assault and stalking, or for being affiliated with a survivor, the CoC follows an Emergency Transfer Plan in compliance with the VAWA (Violence Against Women Act) final rule. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The VAWA final can be found at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>. The CoC can provide a paper copy of the rule upon request.

In accordance with The VAWA final rule, all CoC and ESG-funded programs must provide each individual or family applying for permanent or transitional housing and the Notice of Occupancy Rights and the Certification Form at each of the following times:

1. When an individual or family is denied permanent housing or transitional housing
2. When a program participant is admitted to permanent housing or transitional housing
3. When a program participant receives notification of eviction; and
4. When a program participant is notified of termination of assistance

All CoC and ESG-funded programs must ensure that the VAWA Lease Addendum is signed between the participant and landlord.

The Clackamas County Emergency Transfer Plan, Notice of Occupancy Rights, Certification Form, Lease Addendum, and Emergency Transfer Request are included in **Attachment E** to this document.

12. Homeless Youth- Unique Needs

All CoC and ESG funded programs are committed to increasing access to housing and services for youth experiencing homelessness, including unaccompanied youth. Unaccompanied and homeless youth often experience difficulty accessing critical services such as health care and obtaining necessary government documentation (such as identification and driver's licenses). CoC and ESG funded programs recognize the unique ways in which homeless youth are vulnerable and are committed to increasing their access to housing and services, incorporating this knowledge into their strategies.

- ***Unsheltered Youth:*** CoC and ESG funded programs recognize that unsheltered youth are especially vulnerable to various safety risk factors, including exploitation and limited access to mainstream services, and are committed to quickly finding appropriate housing solutions and other service options.
- ***Human trafficking and other forms of exploitation:*** Trafficking rates among homeless and unaccompanied youth and young adults range from 19% to 40%, according to a number of national studies. Although there are not definitive number, even the lower end represents an estimate of about 800,000 of homeless and young adults across the U.S. experiencing homelessness in a year also being victims of sex or labor trafficking. CoC and ESG funded projects recognize this risk and partner with appropriate community partners to mitigate this risk.
- ***LGBTQ+ youth homelessness:*** CoC and ESG funded projects recognize that disproportionately high percentage of homeless youth identify as lesbian, gay, bisexual, or transgender, and seek to address the unique needs of LGBTQ+ homeless youth and young adults. Resources, services, and support is offered in partnership with culturally appropriate organizations such as The Living Room.
- ***Exits from foster care into homelessness:*** CoC and ESG funded programs recognize that youth with a history of involvement in the foster care system are disproportionately more likely to become

homeless. Those involved in residential treatment, the juvenile justice system, and/or mental health systems are also more vulnerable to homelessness upon program exit.

- ***Family reunification and community engagement:*** CoC and ESG funded programs recognize that family conflict is a major cause of youth homelessness, and early intervention strategies can be crucial to addressing the issue. All programs must work holistically with community partners to address issues with family functioning in order to mitigate the risk of youth homelessness. This includes working closely with systems such as child welfare, juvenile justice, and education. CoC and ESG funded programs must recognize that familial and social connections remain key protective factors for youth experiencing homelessness, even when reunification is not safe or appropriate.
- ***Positive Youth Development, Trauma Informed Care, and the use of risk:*** Best Practice research indicates that effective services for homeless youth typically include a combination of the following approaches: Prevention and Positive Youth Development (PYD), Trauma-Informed Care, Harm-Reduction, Cultural Competency, Youth Centered, Permanent Connections, Strengths-Based, and Resilience Focused. In order to ensure that homeless and unaccompanied youth have access to holistic services, CoC and ESG funded providers partner with youth specific agencies in the community.
- ***Protective Factors in assessing youth housing and service needs:*** CoC and ESG funded programs must recognize risk and protective factors that influence youth homelessness. Risk factors can include stressful conditions, events, circumstances, and mental health issues. Protective factors help to mitigate the likelihood of homelessness or housing instability, including, but not limited to, family and community connectedness and access to mental health services.

Strategy to address the unique needs of youth:

The CoC's strategy to address the unique needs of unaccompanied youth experiencing homelessness who are 24 years of age and younger includes partnering with a diverse range of stakeholders, actively engaging public and private agencies serving homeless and at-risk youth. This includes partnering with youth-specific providers and the Youth Action Board. The CoC also collaborates extensively with LEA school liaisons and SEA state education leaders to ensure identification of and services for all homeless youth and families. CoC convenes monthly coordination meetings with LEA school homeless liaisons from all ten school districts as well as Head Start. CoC works with partners to access additional funding to move toward ending youth homelessness. As an awardee of the Youth Homelessness Demonstration Program (YHDP) grant, Clackamas County CoC is committed to engaging youth throughout all planning and implementation processes, including convening a Youth Continuum Steering Committee (YCSC), a Youth Advisory Board, and engaging with key stakeholders ensure youth involvement remains at the forefront of planning for and providing youth services.

13. Homeless Veterans- Unique Needs

In addition to the complex set of factors influencing all homelessness- extreme shortage of affordable housing, livable income and access to health care- a large number of displaced and at-risk veterans live with lingering effects of post-traumatic stress disorder (PTSD) and substance abuse, which are compounded by a lack of family and social support networks. Additionally, military occupations and training are not always transferable to the civilian workforce, placing some veterans at a disadvantage when competing for employment.

Key to this effort is the Homeless Veterans Coordination Team. This dynamic team convened in 2016 and includes county veteran case managers, county veteran service office, SSVF, VA, veteran workforce, Housing Authority, veteran outreach, veteran focused parole/probation, veteran-focused behavioral health, landlord outreach, affordable housing and a veteran drop-in center.

CoC's homeless veteran outreach worker (VOW) a vet, conducts street outreach to identify and connect homeless veterans and services. Sources such as VFW halls, Parks, Forest Service, business, law

enforcement and day shelters often refer to VOW, who is well known county-wide. The Homeless Veterans Coordination Team convenes monthly with VAMC, SSVF, VSO, GPD, VOW, Housing Authority, mental health providers, employment providers, affordable housing providers, meal sites, veterans parole and probation, and others to work the Veterans By-Name List and streamline services to end veteran homelessness.

14. Discharge Policies:

All CoC and ESG funded programs actively coordinate with the following systems of care to ensure that persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.

Discharge Policies for vulnerable populations:

Foster Care: The Oregon State Dept. of Human Services, Child Welfare Div. (DHS-CW), as the State agency responsible for homeless youth in Oregon, dictates the Foster Care Discharge Policy in which our CoC actively participates. Young adults discharged from foster care have court-ordered individualized transition plans to guide their move from foster care to independent living in their own permanent housing situations. Clackamas County CoC and ESG providers make every attempt necessary partner with mainstream service providers and youth specific organizations to prevent youth becoming homeless after transitioning out of foster care.

Health care: The Discharge Planning Policy for Health Care is a State-driven mandate for Medicaid-eligible patients in which our CoC actively participates. As part of our Mainstream Services training, the CoC Lead incorporates training on healthcare-related services and updates on the State services relating to helping homeless people being discharged from hospitals with medical aftercare needs and access to housing services. CoC providers are made aware of how to access these resources for clients through regular training and information sharing.

Mental Health: When adults with major mental illness are discharged from a local or state psychiatric hospital, they routinely go to one of the following places/locations:

- a. Their home/apartment with follow-up, wrap-around mental health services;
- b. Mental Health PSH (administered through mental health organizations)
- c. Licensed Foster Homes
- d. Licensed Treatment Facilities:

The local Discharge Policy, which is monitored and enforced, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs. CoC will partner with local and state psychiatric hospitals to identify appropriate housing.

Corrections: Recognizing that homelessness is intimately linked with the criminal and juvenile justice systems, CoC and ESG funded providers shall maintain a commitment to providing supportive resources and services in order to mitigate the chances of community members exiting from corrections into homelessness.

II. CoC Standards - 24 CFR 578.7 (a)(9):

15. Eligibility. The CoC standard for evaluating individuals' and families' eligibility for assistance is to use an intake process that includes a coordinated assessment to determine and document participant eligibility. All CoC providers will follow CoC Program guidelines to establish the client's status as homeless and verify household income eligibility, if applicable. 24 CFR 578.103 and 24 CFR 576.500

16. Transitional Housing. The CoC standard for determining and prioritizing which eligible individuals and families will receive transitional housing: CoC providers shall use an intake process with the coordinated assessment to prioritize which persons will receive any available transitional housing on a first come first served basis. The determination will be documented in the client file.

17. Rapid Re-housing (RRH). The CoC standard for determining and prioritizing which eligible individuals and families will receive rapid re-housing assistance: CoC providers shall use an intake process with the coordinated assessment to prioritize which persons will receive any available Rapid re- housing units on a first come first served basis. The determination will be documented in the client file.

- **Determining participant share of rent under Rapid Rehousing:** Clackamas County has many different population-based Rapid Rehousing programs. Populations served by RRH programs include survivors of domestic violence, U.S. military veterans, youth ages 16-24 years old, and families with children. Based on the amount of annual funds available to each program and the program goals for number of households served annually, these RRH programs are able to assist households for various lengths of time. Because the population focus and average length of time served varies significantly between programs, Clackamas County CoC uses a flexible approach to RRH rent calculations. Each RRH program must submit their RRH rent calculation policy to the CoC for approval. The CoC makes the following recommendations for RRH programs to consider when creating the rent calculation policy:
 - Participants may be provided the full amount of rent for the first month of assistance
 - After the first month of tenancy, the RRH program may set the initial client portion at 30% of the participant's adjusted gross income per the standard rent and utility calculation.
 - A 'progressive engagement' approach is used to determining clients share of rent, with the goal of graduating participants to either paying full rent without assistance or referring the household for Permanent Supportive Housing or a homeless preference housing choice voucher. Service Providers may gradually increase the amount participants pay toward rent and utilities throughout their participation in the program.
 - Participants may pay at least 30% of their adjusted gross income up to the full rent and utility amount
 - Any additional requirements regarding the percentage or amount of rent and utilities costs each program participant shall pay shall be determined by the individual service provider's written policies. These policies must be approved by the CoC, clearly communicated to program participants, and applied equitably.
- **Considerations for calculating client portion of the rent for RRH:** CoC providers shall consider the income information for the last 30 days collected at intake to determine the percentage or amount each program participant must pay while receiving assistance. The determination will be documented in the client file. Rent and utilities should be recalculated at least every six months or as outlined in each program's CoC-approved rent calculation policy. However, if there is a significant (\$200 or more a month) increase or decrease in household income, rents may be recalculated more frequently. Thirty (30) day written notice must be provided to participant and landlord of any change in rent share due.
- **Length of time of assistance under Rapid Rehousing:** In some instances, households may need and qualify for longer term rental assistance, such as through a Housing Choice Voucher (i.e., "Section 8"), to permanently achieve housing stability. This will primarily (but not exclusively) apply to families who are receiving SSI/SSDI or who are in the application process for SSI/SSDI. In this case the time-limited financial assistance through Rapid Re-Housing may serve as a bridge until the voucher is secured. Though it is not a guarantee that a Housing Choice Voucher will be available. In no case would RRH rental assistance continue beyond the allowable 24 months, and in

all cases the intention is for Rapid Re-Housing to be as shallow a subsidy as possible and for as short a time as possible.

18. Permanent Supportive Housing. The CoC standard for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance: CoC providers shall use an intake process with the coordinated assessment to determine and prioritize which persons are best served by placement in any available Permanent Supportive Housing unit. Chronically homeless persons are prioritized for PSH beds in accordance with HUD guidance in CPD Notice 16-11(Attachment D). The determination will be documented in the client file. Participants will pay no more than 30% of their household income for rent.

19. Prioritization standards for Permanent Supportive Housing (PSH): CHA conducts ongoing special outreach to people otherwise least likely to apply for housing assistance at least weekly. CHA prioritizes people most in need with a scoring system that awards more points for vulnerability factors including length of time homeless and disability. An added vulnerability index for people who self-reported chronically homeless eligibility captures medical fragility. Chronically homeless persons are prioritized for PSH beds in accordance with HUD guidance in CPD Notice 16-11 (Attachment D). The determination will be documented in the client file. CHA conducts ongoing special outreach to people otherwise least likely to apply for housing assistance at least weekly. CHA prioritizes people most in need with a scoring system that awards more points for vulnerability factors including length of time homeless and disability. An added vulnerability index for people who self-reported chronically homeless eligibility captures medical fragility. PHS referrals are prioritized by vulnerability, using HUD's Order and Priority, so that the most vulnerable people receive assistance first.

20. Ranking/Reallocation Process:

Each year, during the CoC NOFA process, the CoC Collaborative applicant will announce the beginning of the CoC NOFA project application process and due dates. The announcement shall make clear that the CoC is open to new projects and agencies. Agencies that would like to apply for new or renewal projects must submit an application by completing the application through HUD's approved website (ESNAPS) **and** completing the appropriate project scorecard, as provided by the CoC Collaborative Applicant. All applications must be received by the stated due date. Once all applications are submitted, the CoC Steering Committee will meet to:

1. Score all narrative sections of application score cards
2. Rank all new and renewal applications
3. Use local priorities and other pertinent information to finalize ranking
4. Determine which projects will be accepted to move on to the HUD application
5. Determine which projects will be reallocated, if any
6. Determine which projects will be submitted as bonus projects, if any

Reallocation is the process by which low-performing projects or those for which the CoC Steering Committee determines there is a reduced need are defunded and the money is used to create a new project. After the ranking is complete, the CoC Collaborative applicant will notify agencies whether their application will be ranked and submitted with the final CoC NOFA, or their project was rejected and/or reallocated by the date set by HUD in the CoC NOFA.

III. ESG Standards

21. Evaluating Eligibility. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG:

Per 24 CFR 576.401: ESG (sub-recipients) providers must conduct an initial evaluation to determine each individual or family's eligibility for ESG assistance and the amount and types of assistance the

individual or family needs to regain stability in permanent housing. All ESG providers will follow federal documentation guidelines to establish the client's status as homeless or at-risk of homelessness. This includes determining eligibility through collection of income documentation. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d).

22. Coordination among Providers Policies and procedures for coordination among all Clackamas County emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers:

The ESG providers must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other ending homelessness programs in the area covered by the Continuum of Care (CoC) or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness. The list of programs are included in 24 CFR Part 567.400(b)

ESG provider managers and case managers shall participate in CoC meetings to coordinate services and to discuss ESG policies and procedures. ESG providers receive feedback from other homeless services providers on all services available for low-income and homeless persons including; accessing mainstream services; housing, legal and health care services.

23. Determining Eligibility and Prioritization Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance:

ESG-funded providers must utilize the Coordinated Housing Assessment (CHA) coordinated entry system to determine participant eligibility, with provisions for serving eligible households who meet prioritization criteria established through the CoC using coordinated assessment protocols.

Coordinated assessment tools thoroughly explore a family's or individual's situation and pinpoints their unique housing and service needs. Based upon the coordinated assessment, families and individuals should be referred to the type, level and duration of housing and services most appropriate to their situations and need.

a) Income Eligibility

There are no income eligibility requirements for receiving street outreach, emergency shelter or transitional housing services and assistance. To qualify for rapid re-housing, an applicant must be at imminent risk of homeless which has no income requirements. However, in order to continue to receive rapid re-housing assistance, clients must have an annual income that does not exceed 30% of AMI at time of re-evaluation. To qualify for homeless prevention assistance, applicants must have an annual income below 30% AMI at time of intake.

b) Calculating Gross Annual Income

Annual Income is calculated looking at the gross amount of income anticipated to be received by a household during the coming year based on the household's circumstances at the time of program intake and assessment. Annual Income determination is consistent with the Housing Choice Voucher definition of annual Income found at 24 CFR 5.609.

When determining the annual income of a household to establish eligibility for ESG assistance, Providers must count the income of all adults in the household, including non-related individuals, within the limitations imposed by 24 CFR 5.609. Excluded persons in this calculation include: foster children, foster adults, live-in aides, children of live-in aides and an unborn child. A child subject to a shared-custody agreement should be counted as a household member if the child resides with the household at least 50 percent of the time.

Income generated by an asset, such as the interest on a savings or checking account is considered household income even if the household elects not to receive it. For example, though an applicant may elect to reinvest the interest or dividends from an asset, the interest or dividends are still counted as income anticipated to be received during the coming 12 months. Asset income is discussed in 24 CFR 5.609. Income producing assets include: bank accounts; life insurance policies; lump sum additions (legal settlement, refund, etc.); personal property held as investments; retirement/pension funds; trusts; assets disposed of for less than fair market value; and stocks, bonds or mutual funds.

24. Street Outreach Standards

While street outreach is not CoC or ESG funded, Clackamas County Housing Health and Human Services (H3S) engages in formal and information outreach efforts. This includes outreach conducted by individual projects in addition to the countywide Point in Time (PIT) count that occurs every other year.

25. Emergency Shelter Standards

MINIMUM STANDARDS:

Admission: Providers of Emergency Shelter services shall admit individuals and families who meet the HUD definition of “homeless,” as specified in 24 CFR 576.2 (1, 2, 3 & 4) and agencies’ eligibility criteria.

Assessment: Individuals and families shall be offered an initial need and eligibility assessment. Qualifying program participants, including those meeting special population criteria, will be offered Emergency Shelter services as needed and appropriate.

Prioritization/Diversion/Referral: When appropriate, based on the individual’s needs and wishes, the provision of or referral to Homeless Prevention or Rapid Rehousing services that can quickly assist individuals to maintain or obtain safe, permanent housing shall be prioritized over the provision of Emergency Shelter or Transitional Housing services.

Reassessment: Program participants will be reassessed as case management progresses, based on the participant needs and goals as well as the individual service provider’s policies.

Discharge/Length of Stay: Program participants shall be discharged from Emergency Shelter services when they choose to leave or when they have successfully obtained safe, permanent housing. Any Length of Stay limitations shall be determined by the individual service provider’s policies and clearly communicated to program participants.

Safety and Shelter Safeguards for Special Populations: Safety and Shelter Safeguards shall be determined by the individual Special Population service provider’s policies and clearly communicated to program participants.

Reference: 24 CFR 576.102 and 576.400 (e) (iii) and (iv)

26. Homelessness Prevention And Rapid Re-Housing Standards

Eligibility/Prioritization: Minimum standards for determining and prioritizing which eligible families and individuals shall receive Rapid Rehousing (RRH) Relocation and Stabilization Services and which eligible families and individuals shall receive homelessness prevention assistance are as follows:

Rapid Rehousing

To be eligible for RRH Housing Relocation and Stabilization Services and Short-term and Medium-term Rental Assistance, program participants must:

- a. Meet the federal criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 **OR**
- b. Meet the criteria under paragraph (4) of the “homeless” definition in 24 CFR 576.2 and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. (See Attachment A).

Homelessness Prevention (HP)

To be eligible for HP Housing Relocation and Stabilization Services and Short-term and Medium-term Rental Assistance, program participants must:

- a. require HP services to prevent moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2 (See Attachment A), and; have an annual income below 30% of the median income for the area, and;
- b. meet the federal criteria under the “at risk of homelessness” definition in 24 CFR 576.2 OR, and;
- c. meet the criteria in paragraph (2), (3) or (4) of the “homeless” definition in 24 CFR 576.2 (See Attachment A).

Participant Contribution to Rent:

Minimum standards:

- Participants may provide the full amount of rent for the first month of assistance.
- Participants shall pay at least 10% but no more than 50% of their adjusted gross income to rent and utilities and shall pay at least 10% but no more than 50% of their adjusted gross income to rent and utilities based on the household income level established upon intake or when reevaluated. Any additional requirements regarding the percentage or amount of rent and utilities costs each program participant shall pay shall be determined by the individual services provider’s policies and clearly communicated to program participants.
- Participant’s income shall be verified prior to approval for initial and additional financial assistance. Documentation of the participants income and expenses, including how the participant is contributing to housing costs, if at all, shall be maintained in participant’s file. This file shall also contain a plan to sustain housing following the assistance, including either a plan to increase income or decrease expenses or both. 24 CFR 576.400 (e) (vii)

Rental Assistance Duration and Adjustment (24 CFR 576.105):

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

- Participants receive approval for the minimum amount of financial assistance necessary to prevent the current episode homelessness. If short-term (1-3 months) or medium-term (4-12 months) is determined to be needed, documentation of financial need shall be kept in the participant’s file for each month of financial assistance received. Participants shall not be approved for more rental assistance than can be justified given their income and expenses at a given time.
- Any additional requirements regarding how long a program participant shall be provided with rental assistance and whether and how the amount of that assistance shall be adjusted over time shall be determined by the individual service provider’s policies and clearly **communicated to program participants.**

Service Type, Amount & Duration:

Per 24 CFR 576.400 e (viii) the minimum standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant:

Financial Assistance:

No Use with other subsidies – Payment for Financial Assistance costs shall not be provided to a participant who is receiving the same type of financial assistance through other public sources or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

Rental application fees – Payment shall only be made for fees charged by the owner to all applicants.

Security deposits – Payment shall not exceed two (2) month's rent.

Last month's rent – Payment shall not exceed one (1) month's rent and shall be included in calculating the participant's total rental assistance.

Utility deposits – Payment shall only be made for gas, electric, water and sewage deposits.

Utility payments:

- Payment shall not exceed 24 months per participant, including no more than 6 months of utility payments in arrears, per service.
- A partial payment counts as 1 month.
- Payment shall only be made if the utility account is in the name of the participant or a member of the same household.
- Payment shall only be made for gas, electric, water and sewage costs.
- Participants shall not receive more than 24 months of utility assistance within any 3-year period.

Moving costs – Payment shall only be made for temporary storage fees accrued after the date the participant begins receiving housing relocation and stabilization services and prior to the date the participant moves into permanent housing. Payment shall not be made for storage fees in arrears.

Housing Relocation and Stabilization Services (24 CFR 576.105 and 576.400 e (ix)):

Housing search and placement services – Payment shall only be made for assisting participants to locate, obtain and retain suitable permanent housing through provision of the following services:

- Assessment of housing barriers, needs and preferences
- Development of an action plan for locating housing
- Housing search
- Outreach to and negotiation with owners
- Assistance with submitting rental applications and understanding leases
- Assessment of housing for compliance with ESG requirements for habitability, lead-based paint and rent reasonableness
- Assistance with obtaining utilities and making moving arrangements
- Tenant counseling

Payment for housing search and placement services shall not exceed 24 months during any 3-year period.

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

- Using the centralized or coordinated assessment system
- Conducting the initial evaluation, including verifying and documenting participant eligibility
- Counseling
- Developing, securing and coordinating services and obtaining Federal, State and local benefits

- Monitoring and evaluating participant progress
- Providing information and referral to other providers
- Developing an individualized housing and service plan
- Conducting re-evaluations

Payment for housing stability case management services provided while the participant is seeking permanent housing shall not exceed 30 days. Payment for housing stability case management services provided while the participant is living in permanent housing shall not exceed 24 months.

Mediation – Payment shall only be made for the cost of mediation between the participant and the owner or person with whom the participant is living, if it is necessary to prevent the participant from losing the permanent housing where he/she resides. Payment for mediation services shall not exceed 24 months during any 3-year period.

Legal services – Payment shall only be made for the cost of legal services, if they are necessary to resolve a legal problem that prohibits the participant from obtaining permanent housing or will likely result in the participant losing the permanent housing where he/she resides. Payment for legal services shall not exceed 24 months during any 3-year period.

Credit repair – Payment shall only be made for the cost of assisting the participant in obtaining skills related to household budgeting, managing money, accessing a free personal credit report and resolving personal credit problems. Payment will not be made for a debt or modification of a debt. Payment for credit repair services shall not exceed 24 months during any 3-year period.

Rental Assistance (24 CFR 576.106): Payment shall not exceed 24 months total during a 3-year period in tenant-based or project-based housing.

- Payment for short-term rental assistance shall not exceed 3 months.
- Payment for medium-term rental assistance shall be for more than 3 months, but shall not exceed 24 months.
- Payment for rent arrears shall not exceed 6 months and shall be a one-time payment, including any late fees.
- Except for a one-time payment of rental arrears on the participant's portion, payment shall not be provided to a participant who is receiving tenant-based rental assistance or living in a unit receiving project-based assistance or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.
- Payment shall not exceed the Fair Market Rent established by HUD per 24 CFR 888 and shall comply with HUD's standard of rent reasonableness detailed in 24 CFR 982.507.
- Calculation of the rental payment amount shall only include monthly rent for the unit, any occupancy fees under the lease (except for pet and late fees) and if the participant pays separately for utilities, the monthly utility allowance established by the public housing authority for the area in which the housing is located.
- Payment for shall only be made when there is a rental assistance agreement between the agency and the owner, which sets forth the terms under which rental assistance will be provided, including the prior requirements; a requirement that the owner provide the subrecipient with a copy of any notice to vacate given to the participant or any complaint used to commence an eviction action; and the same payment due date, grace period and late payment penalty requirement as the participant's lease.
- Payment of any late payment penalties incurred by the agency shall not be claimed for reimbursement by ESG.
- Payment shall only be made when there is a legally binding, written lease for the rental unit between the participant and the owner, except for payment of rental arrears.
- The rental unit must meet minimum habitability standards per 24 CFR 576.403. See Attachment C.

Tenant-Based Rental Assistance: The rental assistance agreement with the unit owner shall be terminated without further payment if:

- The participant moves out of the unit
- The lease terminates and is not renewed
- The participant becomes ineligible to receive ESG rental assistance

Project-Based Rental Assistance: Payment shall only be made under the following conditions:

- The lease has an initial term of one year
- The rental assistance agreement covers one or more permanent housing units in the same building
- Each unit covered by the agreement is only occupied by participants
- Payment of no more than 100% of the first month's rent will be made for that month, if the participant signs a lease and moves into the unit before the end of that first month of occupancy.

Any additional requirements regarding the type, amount, and duration of housing stabilization and/or relocation services that will be provided to a program participant, including any limitations shall be determined by the individual service provider's policies and clearly communicated to program participants.

27. Re-Evaluations: Minimum standards for completing eligibility re-evaluations of individuals and families:

- **Timing:**
 - Homelessness Prevention – participants shall be re-evaluated not less than once every three months
 - Rapid Rehousing – participants shall be re-evaluated not less than once annually

Eligibility:

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




Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	<p>(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:</p> <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing



Homeless Definition

RECORDKEEPING REQUIREMENTS 	Category 1	Literally Homeless	<ul style="list-style-type: none"> • Written observation by the outreach worker; <u>or</u> • Written referral by another housing or service provider; <u>or</u> • Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> ○ discharge paperwork <u>or</u> written/oral referral, <u>or</u> ○ written record of intake worker’s due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> • For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u> • A documented and verified oral statement; <u>and</u> • Certification that no subsequent residence has been identified; <u>and</u> • Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> • Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u> • Certification of no PH in last 60 days; <u>and</u> • Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u> • Documentation of special needs <u>or</u> 2 or more barriers
	Category 4	Fleeing/ Attempting to Flee DV	<ul style="list-style-type: none"> • <i>For victim service providers:</i> <ul style="list-style-type: none"> ○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker. • <i>For non-victim service providers:</i> <ul style="list-style-type: none"> ○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u> ○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> ○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.



Homeless Definition

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	Individuals defined as Homeless under the following categories are eligible for assistance in SO: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) SO projects have the following additional limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3 – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects: <ul style="list-style-type: none"> • Category 2 –Imminent Risk of Homeless • Category 3 – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects. HP projects have the following additional limitations on eligibility with homeless and at risk of homeless: <ul style="list-style-type: none"> • Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI



Homeless Definition

<p>ELIGIBILITY BY COMPONENT (Projects Funded in FY 2011 CoC Competition – SHP and S+C Programs)</p>	<p>Supportive Services Only</p>	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in SSO projects:</p> <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3* – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	<p>Safe Havens</p>	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SH projects:</p> <ul style="list-style-type: none"> • Category 1 – Literally Homeless <p>SH projects have the following additional NOFA limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> • Must serve individuals only • Individual must have a severe mental illness • Individual must be living on the streets and unwilling or unable to participate in supportive services
	<p>Transitional Housing</p>	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in TH projects:</p> <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3* – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	<p>Permanent Supportive Housing</p>	<p>Individuals and families defined as Homeless under the following categories are eligible for assistance in PSH projects:</p> <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV <p>PSH projects have the following additional NOFA limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> • Individuals and Families coming from TH must have originally come from the streets or emergency shelter • Individuals and Families must also have an individual family member with a disability <p>Projects that are dedicated chronically homeless projects, including those that were originally funded as Samaritan Bonus Initiative Projects must continue to serve chronically homeless persons <u>exclusively</u></p>

* Projects must be located within a CoC that has received HUD approval to serve this category. For more information about receiving HUD approval, please read: [Notice on Limitation on Use of Funds to Serve Persons Defined as Homeless Under Other Federal Laws](#)



Emergency Solutions Grants (ESG) Program Components Quick Reference

ESG funds can be used to provide a wide range of services and supports under the five program **components**: Street Outreach, Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, and HMIS. Each component is described in the tables below, accompanied by a list of corresponding ESG activities. Activities, as opposed to components, include the component plus the activity type. While administration is not a component, it is considered an activity type*. **Always refer to the program regulations at 24 CFR part 576 for complete information about all eligible costs and program requirements.**

Street Outreach Component. These activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. § 576.101	
<u>Activity types:</u>	
<ul style="list-style-type: none"> • Engagement • Case Management • Emergency Health Services 	<ul style="list-style-type: none"> • Emergency Mental Health Services • Transportation • Services for Special Populations

Emergency Shelter Component. These activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. § 576.102			
Essential Services	Renovation (also includes Major Rehab and Conversion)	Shelter Operations	Assistance Required Under the Uniform Relocation and Real Property Acquisition Act of 1970 (URA)
<u>Activity types:</u> <ul style="list-style-type: none"> • Case management • Child Care • Education Services • Employment Assistance and Job Training • Outpatient Health Services • Legal Services • Life Skills Training • Mental Health Services • Substance Abuse Treatment Services • Transportation • Services for Special Populations 	<u>Eligible costs:</u> <ul style="list-style-type: none"> ○ Labor ○ Materials ○ Tools ○ Other costs for renovation (including rehab or conversion) 	<u>Eligible costs:</u> <ul style="list-style-type: none"> ○ Maintenance ○ Rent ○ Security ○ Fuel ○ Equipment ○ Insurance ○ Utilities ○ Food ○ Furnishings ○ Supplies necessary for shelter operation ○ Hotel/Motel Vouchers 	<u>Eligible costs:</u> <ul style="list-style-type: none"> ○ Relocation payments ○ Other assistance to displaced persons

ATTACHMENT B

Rapid Re-Housing Component. These activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.104

Rental Assistance**	Housing Relocation and Stabilization Services	
	Financial Assistance	Services Costs
<u>Activity types:</u> <ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears <p>**Rental assistance can be project-based or tenant-based.</p>	<u>Activity types:</u> <ul style="list-style-type: none"> • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs 	<u>Activity types:</u> <ul style="list-style-type: none"> • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

Homelessness Prevention Component. These activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human through housing relocation and stabilization services and short- and/or medium-term rental assistance. § 576.103

Rental Assistance**	Housing Relocation and Stabilization Services	
	Financial Assistance	Services Costs
<u>Activity types:</u> <ul style="list-style-type: none"> • Short-term rental assistance • Medium-term rental assistance • Rental arrears <p>**Rental assistance can be project-based or tenant-based.</p>	<u>Activity types:</u> <ul style="list-style-type: none"> • Rental Application Fees • Security Deposits • Last Month's Rent • Utility Deposits • Utility Payments • Moving Costs 	<u>Activity types:</u> <ul style="list-style-type: none"> • Housing Search and Placement • Housing Stability Case Management • Mediation • Legal Services • Credit Repair

HMIS Component. These activities are designed to fund ESG recipients' and subrecipients' participation in the Continuum of Care HMIS collection and analyses of data on individuals and families who are homeless and at-risk of homelessness. § 576.107

<u>Eligible costs:</u> <ul style="list-style-type: none"> ○ Contributing data to the HMIS designated by the CoC for the area; ○ HMIS Lead (as designated by the CoC) costs for managing the HMIS system; ○ Victim services or legal services provider costs to establish and operate a comparable database.

***ADMINISTRATIVE ACTIVITIES. § 576.108 Eligible administrative costs are broadly categorized as follows:**

- General management, oversight, and coordination
- Training on ESG requirements
- Consolidated Plan
- Environmental review

ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklists

About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
 - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
 - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/essg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

Minimum Standards for Emergency Shelters

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
		<p>1. <i>Structure and materials:</i></p> <p>a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.</p> <p>b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and <u>WaterSense</u> products and appliances.</p>
		<p>2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with:</p> <p>a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;</p> <p>b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and</p> <p>c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.</p>
		<p>3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.</p>
		<p>4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.</p>
		<p>5. <i>Water Supply:</i> The shelter's water supply is free of contamination.</p>
		<p>6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>
		<p>7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.</p>
		<p>8. <i>Illumination and electricity:</i></p> <p>a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.</p> <p>b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</p>
		<p>9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>
		<p>10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.</p>
		<p>11. <i>Fire safety:</i></p> <p>a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.</p> <p>b. All public areas of the shelter have at least one working smoke detector.</p> <p>c. The fire alarm system is designed for hearing-impaired residents.</p> <p>d. There is a second means of exiting the building in the event of fire or other emergency.</p>
		<p>12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.</p>
		<p>13. Meets additional recipient/subrecipient standards (if any).</p>

CERTIFICATION STATEMENT

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

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

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____ SUPPRESSED (DV Shelter) _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: Mark Sirois _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

Minimum Standards for Permanent Housing

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

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> There is a second means of exiting the building in the event of fire or other emergency. The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
		11. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

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

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

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name: _____

Program Participant Name: _____

Street Address: _____

Apartment: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____



Attachment D

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Special Attention of:
All Secretary's
Representatives

Notice: CPD-16-11
Issued: July 25, 2016
Expires: This Notice is effective until it is
amended, superseded, or rescinded

Issued:
All Regional Directors for
CPD

Cross Reference: 24 CFR Parts 578 and
42 U.S.C. 11381, *et seq.*

Expires:
All CPD Division Directors
Continuums of Care (CoC)
Recipients of the Continuum of Care (CoC)
Program

**Subject: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other
Vulnerable Homeless Persons in Permanent Supportive Housing**

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I. Purpose

This Notice supersedes Notice CPD-14-012 and provides guidance to Continuums of Care (CoC) and recipients of Continuum of Care (CoC) Program (24 CFR part 578) funding for permanent supportive housing (PSH) regarding the order in which eligible households should be served in all CoC Program-funded PSH. This Notice reflects the new definition of chronically homeless as defined in CoC Program interim rule as amended by the Final Rule on Defining “Chronically Homeless” (herein referred to as the Definition of Chronically Homeless final rule) and updates the orders of priority that were established under the prior Notice. CoCs that previously adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the FY2015 CoC Program Competition are encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. CoCs that have not previously adopted the orders of priority established in Notice CPD-14-012 are also encouraged to incorporate the orders of priority included in this Notice into their written standards

A. Background

In June 2010, the Obama Administration released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (Opening Doors)*, in which HUD and its federal partners set goals to end Veteran and chronic homelessness by 2015, and end family and youth homelessness by 2020. Although progress has been made there is still a long way to go. In 2015, the United States Interagency Council on Homelessness extended the goal timeline for achieving the goal of ending chronic homelessness nationally from 2015 to 2017. In 2015, there were still 83,170 individuals and 13,105 persons in families with children that were identified as chronically homeless in the United States. To end chronic homelessness, it is critical that CoCs ensure that limited resources awarded through the CoC Program Competition are being used in the most effective manner and that households that are most in need of assistance are being prioritized.

Since 2005, HUD has encouraged CoCs to create new PSH dedicated for use by persons experiencing chronic homelessness (herein referred to as dedicated PSH). As a result, the number of dedicated PSH beds funded through the CoC Program for persons experiencing chronic homelessness has increased from 24,760 in 2007 to 59,329 in 2015. This increase has contributed to a 30.6 percent decrease in the number of chronically homeless persons reported in the Point-in-Time Count between 2007 and 2015. Despite the overall increase in the number of dedicated PSH beds, this only represents 31.6 percent of all CoC Program-funded PSH beds.

To ensure that all PSH beds funded through the CoC Program are used as strategically and effectively as possible, PSH needs to be targeted to serve persons with the highest needs and greatest barriers towards obtaining and maintaining housing on their own—persons experiencing chronic homelessness. HUD’s experience has shown that many communities and recipients of CoC Program-funded PSH continue to serve persons on a “first-come, first-serve” basis or based on tenant selection processes that screen-in those who are most likely to succeed while screening out those with the highest level of need. These approaches to tenant

selection have not been effective in reducing chronic homelessness, despite the increase in the number of PSH beds nationally.

B. Goals of this Notice

The overarching goal of this Notice is to ensure that those individuals and families who have spent the longest time in places not meant for human habitation, in emergency shelters, or in safe havens and who have the most severe service needs within a community are prioritized for PSH. By ensuring that persons with the longest histories of homelessness and most severe service needs are prioritized for PSH, progress towards the Obama Administration's goal of ending chronic homelessness will increase. In order to guide CoCs in ensuring that all CoC Program-funded PSH beds are used most effectively, this Notice revises the orders of priority related to how persons should be selected for PSH as previously established in Notice CPD-14-012 to reflect the changes to the definition of chronically homeless as defined in the Definition of Chronically Homeless final rule. CoCs are strongly encouraged to adopt and incorporate them into the CoC's written standards and coordinated entry process.

HUD seeks to achieve two goals through this Notice:

1. Establish a recommended order of priority for dedicated and prioritized PSH which CoCs are encouraged to adopt in order to ensure that those persons with the longest histories residing in places not meant for human habitation, in emergency shelters, and in safe havens and with the most severe service needs are given first priority.
2. Establish a recommended order of priority for PSH that is not dedicated or prioritized for chronic homelessness in order to ensure that those persons who do not yet meet the definition of chronic homelessness but have the longest histories of homelessness and the most severe service needs, and are therefore the most at risk of becoming chronically homeless, are prioritized.

C. Applicability

The guidance in this Notice is provided to all CoCs and all recipients and subrecipients of CoC Program funds—the latter two groups referred to collectively as recipients of CoC Program-funded PSH. CoCs are strongly encouraged to incorporate the order of priority described in this Notice into their written standards, which CoCs are required to develop per 24 CFR 578.7(a)(9), for their CoC Program-funded PSH. Recipients of CoC Program funds are required to follow the written standards for prioritizing assistance established by the CoC (see 24 CFR 578.23(c)(10)); therefore, if the CoC adopts these recommended orders of priority for their PSH, all recipients of CoC Program-funded PSH will be required to follow them as required by their grant agreement. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Lastly, where a CoC has chosen to not adopt HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

D. Key Terms

1. **Housing First.** A model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions for entry (such as sobriety or a minimum income threshold). HUD encourages all recipients of CoC Program-funded PSH to follow a Housing First approach to the maximum extent practicable.
2. **Chronically Homeless.** The definition of “chronically homeless”, as stated in Definition of Chronically Homeless final rule is:
 - (a) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - i. lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living as described in paragraph (a)(i) continuously for at least 12 months or on at least four separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (a)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering an institutional care facility;
 - (b) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (a) of this definition, before entering the facility;
 - (c) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (a) or (b) of this definition (as described in Section I.D.2.(a) of this Notice), including a family whose composition has fluctuated while the head of household has been homeless.
3. **Severity of Service Needs.** This Notice refers to persons who have been identified as having the most severe service needs.
 - (a) For the purposes of this Notice, this means an individual for whom at least one of the following is true:
 - i. History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; and/or

- ii. Significant health or behavioral health challenges, substance use disorders, or functional impairments which require a significant level of support in order to maintain permanent housing.
- iii. For youth and victims of domestic violence, high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- iv. When applicable CoCs and recipients of CoC Program-funded PSH may use an alternate criteria used by Medicaid departments to identify high-need, high cost beneficiaries.

(b) Severe service needs as defined in paragraphs i.-iv. above should be identified and verified through data-driven methods such as an administrative data match or through the use of a standardized assessment tool and process and should be documented in a program participant's case file. The determination must not be based on a specific diagnosis or disability type, but only on the severity of needs of the individual. The determination cannot be made based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements, see 24 C.F.R. § 5.105(a).

II. Dedication and Prioritization of Permanent Supportive Housing Strategies to Increase Number of PSH Beds Available for Chronically Homeless Persons

A. Increase the number of CoC Program-funded PSH beds that are dedicated to persons experiencing chronic homelessness.

Dedicated PSH beds are those which are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness unless there are no persons within the CoC that meet that criteria. If there are no persons within the CoC's geographic area that meet the definition of chronically homeless at a point in which a dedicated PSH bed is vacant, the recipient may then follow the order of priority for non-dedicated PSH established in this Notice, if it has been adopted into the CoC's written standards. The bed will continue to be a dedicated bed, however, so when that bed becomes vacant again it must be used to house a chronically homeless person unless there are still no persons who meet that criterion within the CoC's geographic area at that time. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC).

B. Prioritize non-dedicated PSH beds for use by persons experiencing chronic homelessness.

Prioritization means implementing an admissions preference for chronically homeless persons for CoC Program-funded PSH beds. During the CoC Program competition project applicants for CoC Program-funded PSH indicate the number of non-dedicated beds that will be prioritized for use by persons experiencing chronic homelessness during the operating year of that grant, when awarded. These projects are then required to prioritize chronically homeless persons in their non-dedicated CoC Program-funded PSH beds for the applicable operating year as the project application is incorporated into the

grant agreement. All recipients of non-dedicated CoC Program-funded PSH are encouraged to change the designation of their PSH to dedicated, however, at a minimum are encouraged to prioritize the chronically homeless as beds become vacant to the maximum extent practicable, until there are no persons within the CoC's geographic area who meet that criteria. Projects located in CoCs where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified area. For example, if a Balance of State CoC has chosen to divide the CoC into six distinct regions for purposes of planning and housing and service delivery, each region would only be expected to prioritize assistance within its specified geographic area.¹

The number of non-dedicated beds designated as being prioritized for the chronically homeless may be increased at any time during the operating year and may occur without an amendment to the grant agreement.

III. Order of Priority in CoC Program-funded Permanent Supportive Housing

The definition of chronically homeless included in the final rule on "Defining Chronically Homeless", which was published on December 4, 2015 and went into effect on January 15, 2016, requires an individual or head of household to have a disability and to have been living in a place not meant for human habitation, in an emergency shelter, or in a safe haven for at least 12 months either continuously or cumulatively over a period of at least 4 occasions in the last 3 years. HUD encourages all CoCs adopt into their written standards the following orders of priority for all CoC Program-funded PSH. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Where a CoC has chosen to not incorporate HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

As a reminder, recipients of CoC Program-funded PSH are required to prioritize otherwise eligible households in a nondiscriminatory manner. Program implementation, including any prioritization policies, must be implemented consistent with the nondiscrimination provisions of the Federal civil rights laws, including, but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable. For example, while it is acceptable to prioritize based on level of need for the type of assistance being offered, prioritizing based on specific disabilities would not be consistent with fair housing requirements or program regulations.

¹ For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110-252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

A. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Dedicated or Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include an order of priority, determined by the CoC, for CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness that is based on the length of time in which an individual or family has resided in a place not meant for human habitation, a safe haven, or an emergency shelter and the severity of the individual's or family's service needs. Recipients of CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness would be required to follow that order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.
2. Where there are no chronically homeless individuals and families within the CoC's geographic area, CoCs and recipients of CoC Program-funded PSH are encouraged to follow the order of priority in Section III.B. of this Notice. For projects located in CoC's where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified sub-CoC area.²
3. Recipients of CoC Program-funded PSH should follow the order of priority above while also considering the goals and any identified target populations served by the project. For example, a CoC Program-funded PSH project that is permitted to target homeless persons with a serious mental illness should follow the order of priority under Section III.A.1. of this Notice to the extent in which persons with serious mental illness meet the criteria. In this example, if there were no persons with a serious mental illness that also met the criteria of chronically homeless within the CoC's geographic area, the recipient should follow the order of priority under Section III.B for persons with a serious mental illness.
4. Recipients must exercise due diligence when conducting outreach and assessment to ensure that chronically homeless individuals and families are prioritized for assistance based on their total length of time homeless and/or the severity of their needs. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients of CoC Program-funded PSH are not required to allow units to remain vacant indefinitely while waiting for an identified chronically homeless person to accept an offer of PSH. CoC Program-funded PSH providers are encouraged to follow a Housing First approach to the maximum extent practicable. Therefore, a person experiencing chronic homelessness should not be forced to refuse an offer of PSH if they do not want to participate in the project's services, nor should a PSH

² For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110-252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

project have eligibility criteria or preconditions to entry that systematically exclude those with severe service needs. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these chronically homeless persons must continue to be prioritized for PSH until they are housed.

B. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Not Dedicated or Not Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include the following order of priority for non-dedicated and non-prioritized PSH beds. If adopted into the CoCs written standards, recipients of CoC Program-funded PSH that is not dedicated or prioritized for the chronically homeless would be required to follow this order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.

(a) First Priority—Homeless Individuals and Families with a Disability with Long Periods of Episodic Homelessness and Severe Service Needs

An individual or family that is eligible for CoC Program-funded PSH who has experienced fewer than four occasions where they have been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter but where the cumulative time homeless is at least 12 months and has been identified as having severe service needs.

(b) Second Priority—Homeless Individuals and Families with a Disability with Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or in an emergency shelter and has been identified as having severe service needs. The length of time in which households have been homeless should also be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

(c) Third Priority—Homeless Individuals and Families with a Disability Coming from Places Not Meant for Human Habitation, Safe Haven, or Emergency Shelter Without Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or an emergency shelter where the individual or family has not been identified as having severe service needs. The length of time in which households have been homeless should be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

(d) Fourth Priority—Homeless Individuals and Families with a Disability Coming from Transitional Housing.

An individual or family that is eligible for CoC Program-funded PSH who is currently residing in a transitional housing project, where prior to residing in the transitional housing had lived in a place not meant for human habitation, in an emergency shelter, or safe haven. This priority also includes individuals and families residing in transitional housing who were fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and prior to residing in that transitional housing project even if they did not live in a place not meant for human habitation, an emergency shelter, or a safe haven prior to entry in the transitional housing.

2. Recipients of CoC Program-funded PSH should follow the order of priority above, as adopted by the CoC, while also considering the goals and any identified target populations served by the project. For example, non-dedicated or non-prioritized CoC Program-funded PSH that is permitted to target youth experiencing homelessness should follow the order of priority under Section III.B.1. of this Notice, as adopted by the CoC, to the extent in which youth meet the stated criteria.
3. Recipients must exercise due diligence when conducting outreach and assessment to ensure that persons are prioritized for assistance based on their length of time homeless and the severity of their needs following the order of priority described in this Notice, and as adopted by the CoC. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant indefinitely while waiting for an identified eligible individual or family to accept an offer of PSH (see [FAQ 1895](#)). Recipients of CoC Program-funded PSH are encouraged to follow a Housing First approach to the maximum extent practicable. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these individuals and families must continue to be prioritized until they are housed.

IV. Using Coordinated Entry and a Standardized Assessment Process to Determine Eligibility and Establish a Prioritized Waiting List

A. Coordinated Entry Requirement

Provisions at 24 CFR 578.7(a)(8) requires that each CoC, in consultation with recipients of Emergency Solutions Grants (ESG) program funds within the CoC's geographic area, establish and operate either a centralized or coordinated assessment system (referred to in this Notice as coordinated entry or coordinated entry process) that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. CoCs that adopt the order of priority in Section III of this Notice into the CoC's written standards are strongly encouraged to use a coordinated entry process to ensure that there is a single prioritized list for all CoC Program-funded PSH within the CoC. The [Coordinated Entry Policy Brief](#), provides recommended criteria for a quality coordinated entry process and standardized assessment tool and process. Under no circumstances shall the order of priority be based upon diagnosis or disability type,

but instead on the length of time an individual or family has been experiencing homelessness and the severity of needs of an individual or family.

B. Written Standards for Creation of a Single Prioritized List for PSH

CoCs are also encouraged to include in their policies and procedures governing their coordinated entry system a requirement that all CoC Program-funded PSH accept referrals only through a single prioritized list that is created through the CoCs coordinated entry process, which should also be informed by the CoCs street outreach. Adopting this into the CoC's policies and procedures for coordinated entry would further ensure that CoC Program-funded PSH is being used most effectively, which is one of the goals in this Notice. The single prioritized list should be updated frequently to reflect the most up-to-date and real-time data as possible.

C. Standardized Assessment Tool Requirement

CoCs must utilize a standardized assessment tool, in accordance with 24 CFR 578.3, or process. The [Coordinated Entry Policy Brief](#), provides recommended criteria for a quality coordinated entry process and standardized assessment tool.

D. Nondiscrimination Requirements

CoCs and recipients of CoC Program-funded PSH must continue to comply with the nondiscrimination provisions of Federal civil rights laws, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II or III of the Americans with Disabilities Act, as applicable. See 24 C.F.R. § 5.105(a).

V. Recordkeeping Recommendations for CoCs that have Adopted the Orders of Priority in this Notice

24 CFR 578.103(a)(4) outlines documentation requirements for all recipients of dedicated and non-dedicated CoC Program-funded PSH associated with determining whether or not an individual or family is chronically homeless for the purposes of eligibility. In addition to those requirements, HUD expects that where CoCs have adopted the orders of priority in Section III. of this Notice into their written standards. The CoC, as well as recipients of CoC Program-funded PSH, will maintain evidence of implementing these priorities. Evidence of following these orders of priority may be demonstrated by:

- A. Evidence of Severe Service Needs.** Evidence of severe service needs is that by which the recipient is able to determine the severity of needs as defined in Section I.D.3. of this Notice using data-driven methods such as an administrative data match or through the use of a standardized assessment. The documentation should include any information pertinent to how the determination was made, such as notes associated with case-conferencing decisions.
- B. Evidence that the Recipient is Following the CoC's Written Standards for Prioritizing Assistance.** Recipients must follow the CoC's written standards for prioritizing assistance, as adopted by the CoC. In accordance with the CoC's adoption of

written standards for prioritizing assistance, recipients must in turn document that the CoC's revised written standards have been incorporated into the recipient's intake procedures and that the recipient is following its intake procedures when accepting new program participants into the project.

C. Evidence that there are no Households Meeting Higher Order of Priority within CoC's Geographic Area.

- (a) When dedicated and prioritized PSH is used to serve non-chronically homeless households, the recipient of CoC Program-funded PSH should document how it was determined that there were no chronically homeless households identified for assistance within the CoC's geographic area – or for those CoCs that implement a sub-CoC³ planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area – at the point in which a vacancy became available. This documentation should include evidence of the outreach efforts that had been undertaken to locate eligible chronically homeless households within the defined geographic area and, where chronically homeless households have been identified but have not yet accepted assistance, the documentation should specify the number of persons that are chronically homeless that meet this condition and the attempts that have been made to engage the individual or family. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence.
- (b) When non-dedicated and non-prioritized PSH is used to serve an eligible individual or family that meets a lower order of priority, the recipient of CoC Program-funded PSH should document how the determination was made that there were no eligible individuals or families within the CoC's geographic area - or for those CoCs that implement a sub-CoC planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area - that met a higher priority. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence that there were no households identified within the CoC's geographic area that meet a higher order of priority.

VI. Questions Regarding this Notice

Questions regarding this notice should be submitted to HUD Exchange Ask A Question (AAQ) Portal at: <https://www.hudexchange.info/get-assistance/my-question/>.

³ For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110-252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

ATTACHMENT E

Emergency Transfer Plan for Clackamas County Continuum of Care

Covered entities include:

The Inn: Springwater, Homesafe and Avalon

CC Social Services: Rent Well RRH, Housing our Families, Housing our Veterans, Jackson, HOPE 1, HOPE 2

Housing Authority of CC: Jannsen, Shelter Plus Care

Northwest Housing Alternatives: Homebase RRH, Annie Ross House

Central City Concern: Chez Ami

Clackamas Women's Services: Transitional Housing Program, Permanent Supportive Housing Program

Emergency Transfers

Clackamas County Continuum of Care (CCCoC) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ CCCoC allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of CCCoC and covered entities to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the covered entity has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that CCCoC is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the CCCoC covered entity's management office and submit a written request for a transfer to their case manager. The CCCoC covered entity will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the CCCoC covered entity's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

CCCoC and covered entities will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives CCCoC and covered entities written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about CCCoC and covered entities' responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

CCCoC and covered entities cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. CCCoC and covered entities will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. CCCoC and covered entities may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the CCCoC covered entity has no safe and available units for which a tenant who needs an emergency is eligible, the CCCoC covered entity will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the CCCoC covered entity will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Local resources include:

A Safe Place 503-655-8600

Clackamas Women's Services 503-654-2288

Los Niños Cuentan 503-977-9882

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Form HUD-5381
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