



Contract Number

22-175

SAP Number

Community Development and Housing

Department Contract Representative Gary Hallen, Director
Telephone Number (909) 387-4391

Contractor Mercy House
Contractor Representative Larry Haynes, Chief Executive Officer
Telephone Number _____
Contract Term February 1, 2022 - October 26, 2023
Original Contract Amount \$432,927
Total Contract Amount \$432,927
Cost Center \$122,290 (Fed-ESG-CV: 6210002483)
\$100,347 (Fed-ESG-20/21: 6210002482)
\$210,290 (State-ESG-CV: 6210002488)

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into, by and between San Bernardino County, hereinafter referred to "COUNTY," and Mercy House, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY was awarded \$4,246,600 of Emergency Solutions Grant on or about February 19, 2021, by the State of California Housing and Community Development, hereinafter referred to as "HCD," under the second allocation of Emergency Solutions Grants (ESG), as authorized by the Coronavirus Aid, Relief, and Economic Security Act (State CARES Act), Public Law 116-136, hereinafter referred to as "State ESG-CV" funds. These special State ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic, hereinafter referred to as "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; and,

WHEREAS, COUNTY was awarded \$8,594,080, on or about June 1, 2020, by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," under the allocation of Emergency Solutions Grants (ESG), as authorized by the Coronavirus Aid, Relief, and Economic Security Act

(CARES Act), Public Law 116-136, hereinafter referred to as “Federal ESG-CV” funds. These special Federal ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic, hereinafter referred to as “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; and,

WHEREAS, COUNTY was awarded \$635,741 (Grant #E20UC060503), on or about October 23, 2020 of County Program year 2020-2021 (ESG 20-21) Contract and \$633,286 (Grant #E21UC060503) on or about October 27, 2021 for the County program year 2021-2022 (ESG 21-22) Contract by HUD under the allocation of Emergency Solutions Grants (ESG) pursuant to the Homeless Emergency Assistance and Rapid Transition To Housing (HEARTH) Act, hereinafter referred as “Federal ESG Program”. These funds are to serve persons experiencing homeless or at risk of homelessness to receive assistance; and,

WHEREAS, COUNTY was awarded \$299,449 on or about September 9, 2021 by the State of California HCD for program year 20-21 (Contract # 20-ESG-15572), hereinafter collectively referred to as “State ESG Fund”; and,

WHEREAS, income limits for ESG-CV funds for the Homelessness Prevention activity have been increased from thirty percent (30%) of the Area Median Income (AMI) to fifty percent (50%) AMI; and,

WHEREAS, COUNTY is considered to be a recipient and CONTRACTOR is considered a subrecipient of the Emergency Solutions Grant, Catalogue of Federal Domestic Assistance (CFDA) No. 14.231; and,

WHEREAS, COUNTY Unique Entity Identifier (DUNS) is 073590812; and,

WHEREAS, the Federal Award Identification Number (FAIN) of the funding is E-20-UW-06-0503; and,

WHEREAS, On August 25, 2020 (Item No. 75), the County Board of Supervisors approved the Substantial Amendment to the 2015-2020 Consolidated Plan which incorporated the ESG-CV funds received as part of the CARES Act resulting from the COVID-19 pandemic and identified the purposed uses for the funds; and,

WHEREAS, COUNTY desires to award the CONTRACTOR a total of \$432,927 of ESG State-CV, Federal-CV, Federal FY 21-22 and to be retroactive from February 1, 2022 through October 26, 2023; and,

WHEREAS, COUNTY desires to contract with CONTRACTOR for Rapid Rehousing, Street Outreach, Homeless Management Information System (HMIS) and Administration ESG services as follows: State ESG-CV for the amount of \$210,290 with an expenditure deadline of July 30, 2022; Federal ESG-CV for the amount of \$122,290 with an expenditure deadline of September 30, 2022; Federal ESG 21-22 for the amount of \$100,347 with an expenditure deadline of October 26, 2023; for the CONTRACTOR to perform specific duties in conformance with the specific funding and in accordance with the Scope of Work and Budget, attached hereto as Exhibit 1 and incorporated herein by this reference; and,

WHEREAS, CONTRACTOR is subjected to the ESG one hundred percent (100%) match requirement of **24 CFR 576.201**, for State and Federal fund, using other resource of equivalent services; for Federal 21-22 ESG award a match of \$100,347 is required. No match is required for any State CV or Federal CV funds awarded; and,

WHEREAS, as provided by the CARES Act, “the recipient may deviate from the applicable procurement standards (e.g., 24 CFR 576.407(c) and (f) and 2 CFR 200.317-200.326) when procuring goods and services to prevent, prepare for, and respond to coronavirus”; and,

WHEREAS, procurement of the CONTRACTOR, on November 17, 2021, the COUNTY Community Development and Housing Department (CDH) issued a Notice of Funding Availability (NOFA) No. CDH-2021-

ESG to solicit and identify qualified service providers to apply for ESG Funding to include ESG-CV of State and Federal, and Multiple Program years 2020-2025 of State and Federal funding provide homeless services. CONTRACTOR responded with a written submission to participate in all ESG activities to include prevent, prepare for, and respond to the Coronavirus pandemic for ESG CV funds, and possesses the required qualifications, experience and expertise to provide services and is willing to use federal and state funds to operate the program to serve individuals and families who are homeless or at-risk of homelessness; and,

WHEREAS, CONTRACTOR will provide for State ESG-CV eligible services and the Federal ESG-CV funds will only be used for necessary and reasonable costs allowable under federal law and regulations to operate the ESG-CV program only. The usage of funds shall be to provide all or some of the ESG-CV eligible activities as set forth in 24 CFR §576.101- §576.107, as specifically defined in Exhibit 2 and incorporated herein by this reference. In addition, CONTRACTOR may use the ESG-CV funding for eligible costs and activities as defined and permitted in accordance with HUD Notices CPD 20-08 and CPD 21-08. Any subsequent guidance related to the ESG-CV funding, released by HUD or other governing body(ies) at the time of this Agreement or at a later date shall apply; and,

WHEREAS, the COUNTY ESG Funds program were previously restricted in use to only the COUNTY ESG Service Areas of Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa, Yucca Valley, and unincorporated areas of the County; however, in accordance with the HUD-mandate to implement a centralized and coordinated assessment system (HUD Notice CPD-17-01), the COUNTY implemented and utilizes the Coordinated Entry System (CES) to assess and prioritize the most vulnerable of the homeless population. The use of CES makes the use of Federal ESG Funds allowable throughout the entire county and ESG funds are no longer area-restricted; and,

WHEREAS, CONTRACTOR agrees to operate the ESG program in conformance to and compliance with the CES HUD-mandate. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of Homeless Prevention. CONTRACTOR agrees that initial reverse-referrals must be entered into CES for homeless prevention services to clients within seventy-two (72) hours from initial service delivery and/or intake. CONTRACTOR agrees to engage CES and retrieve policies and procedures to access referrals; and,

WHEREAS, COUNTY imposes all requirements of the ESG-CV funds upon the CONTRACTOR to ensure the use of funds is in accordance with Federal and State statutes, regulations and terms and conditions of the HCD award and HUD award; and,

WHEREAS, CONTRACTOR agrees to comply with all State and Federal statutes, regulations and terms and conditions concerning grant administration, including but not limited to, recordkeeping, billing, and closeout of the grant; and,

WHEREAS, CDH is authorized to act on behalf of COUNTY in administering the ESG grant programs; and,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree that the recitals above are herein incorporated and agree as follows:

1. TERMS OF AGREEMENT

The grant amount is \$432,927 for the period between February 1, 2022 to October 26, 2023, and is subject to expenditures requirement described herein.

The ESG State-CV of \$210,290 must be expended on or before July 30, 2022. Any extension would be at the sole discretion of the County subject to HCD approval.

The Federal ESG-CV of \$122,290 must be expended on or before September 30, 2022. Any extension would be at the sole discretion of the County subject to HUD approval.

The Federal ESG 21-22 of \$100,347 must be expended on or before October 26, 2023. Any extension would be at the sole discretion of the County subject to HUD approval.

The CONTRACTOR shall submit monthly reimbursement claims due 30 days after the closing of each month.

The grant award amount is as follows:

Funding Source	Award Amount	Expenditure Date
State ESG-CV	\$210,290	July 30, 2022
Federal ESG-CV	\$122,290	September 30, 2022
Federal ESG 21-22	\$100,347	October 26, 2023
Grand Total	\$432,927	October 26, 2023

No more than the amounts specified in the Eligible Uses, Budget Summary and Accomplishment Goals, attached hereto as **Exhibit 1 - BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** may be spent for the separate cost categories specified in the Budget Summary without prior written approval of the COUNTY.

The term of this Contract begins February 1, 2022, and ends October 26, 2023, unless terminated earlier as provided in Section 16, General Contract Terms. Any extension of time or rollover of unexpended funds would be at the sole and absolute discretion of the COUNTY, in accordance with applicable rules and regulations, as imposed by HCD and/or HUD.

The COUNTY's Community Development and Housing Director may grant time, performance, or activity budget modifications to this Contract when such modifications:

- a) In aggregate, do not exceed grant thresholds;
- b) Do not exceed more than two per COUNTY'S fiscal contract year when specifically requested by CONTRACTOR;
- c) Will not change the project goals beyond the thresholds as established by the Citizen Participation Plan (on file with COUNTY) or scope of services;
- d) Are in the best interests of the COUNTY and CONTRACTOR in performing the scope of services under this Contract;
- e) Do not alter the amount of compensation under this Contract; and
- f) Do not exceed the amount of the County funded activity set forth in the County Action Plan.

2. SCOPE OF SERVICES

Eligible Uses – Direct Services Provided

The project description for services to be provided by CONTRACTOR under this Contract are identified in **Exhibit 1 - BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS**, which includes the Scope of Work for services to be rendered. Eligible uses of the funding are also defined in **Exhibit 2 - ESG**

GENERAL PROGRAM DESCRIPTION and are to be rendered in accordance with **Exhibit 3 - ESG PROGRAM REQUIREMENTS**. CONTRACTOR must use all other required forms and certifications included in Exhibits 4 through 18. The provision of required beneficiary information to validate that claim reimbursements meet HUD ESG Regulations is also required.

Accomplishments – Goals and Performance Measures

CONTRACTOR shall be responsible to accomplish the levels of performance as set forth in Exhibit 1 - **BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** and report such measures monthly to COUNTY with each reimbursement request. COUNTY will review performance with CONTRACTOR on a quarterly basis to assess expenditure and performance progress. If CONTRACTOR is not meeting expenditure and performance measures, COUNTY will work with CONTRACTOR to identify strategies to identify and remediate performance issues. Prior to recapturing funds as described above, COUNTY will provide the CONTRACTOR with an opportunity to provide a spending plan demonstrating to COUNTY'S satisfaction that all the CONTRACTOR'S ESG-CV funds are able to meet expected benchmarks and expiration of funds.

3. SERVICE AREAS

Eligible beneficiaries to be served include homeless and at-risk of becoming homeless individuals and families throughout San Bernardino County, including all incorporated and unincorporated areas of the COUNTY (Countywide).

4. PARTICIPANT REQUIREMENTS

The following shall be required by CONTRACTOR for individuals who wish to participate in services. CONTRACTOR must ensure:

A. **HOMELESS DEFINITION** - Each prospective beneficiary meets one of the HUD Homeless definitions, as defined in 24 CFR §576.2:

1. Category 1 – Literally Homeless

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- iii. An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. Category 2 – Imminent Risk of Homelessness

An individual or family who will imminently lose their primary nighttime residence, provided that:

- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- ii. No subsequent residence has been identified; and
- iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

3. Category 3 – Homeless Under Other Federal Statutes

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
- iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and,
- iv. Can be expected to continue in such status for an extended period of time due to special needs or barriers.

4. Category 4 – Fleeing Domestic Abuse or Violence Any individual or family who:

- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- ii. Has no other residence; and
- iii. Lacks the resources or support networks to obtain other permanent housing.

B. AT RISK OF HOMELESSNESS DEFINITION - Each prospective beneficiary meets one of the HUD At-Risk of Homeless definitions, as defined in 24 CFR §576.2:

1. Category 1 – An individual or family who:

- i. Has an annual income below 50% percent of area median income for the area, as determined by HUD;
- ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and:

- a. Meets one of the following conditions: Has moved because of economic reasons two or more times during the sixty (60) days immediately preceding the application for homelessness prevention assistance;
- b. Is living in the home of another because of economic hardship;
- c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

2. **Category 2 – Unaccompanied Children and Youth**

A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a (3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C., 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C.)

3. **Category 3 – Families with Children and Youth**

An unaccompanied youth who does not qualify as homeless under the homeless definition but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.

C. ELIGIBILITY BY COMPONENT:

1. Homeless

- a. **Street Outreach:** Individuals defined as homeless under the following categories are eligible for assistance in Street Outreach:
 - 1. Category 1 = Literally Homeless
 - 2. Category 4 = Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

Additional limitation on eligibility: 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.

- b. Emergency Shelter: Individuals and families defined as Homeless under the following categories are eligible for assistance in Emergency Shelter projects:
 - 1. Category 1 = Literally Homeless
 - 2. Category 2 = Imminent Risk of Homeless
 - 3. Category 3 = Homeless Under Other Federal Statutes
 - 4. Category 4 = Fleeing/Attempting to Flee DV
- c. Rapid Re-housing: Individuals defined as Homeless under the following categories are eligible for assistance in Rapid Re-Housing projects:
 - 1. Category 1 = Literally Homeless
 - 2. Category 4 = Fleeing/ Attempting to Flee DV
- d. Homelessness Prevention: The following are eligible for assistance in Homeless Prevention projects:
 - 1. People who have an annual income below 50% AMI AND meet the “at risk of homeless” meet the “homeless” definition under the following categories:
 - a. Category 2 = Imminent Risk of Homeless
 - b. Category 3 = Homeless Under Other Federal Statutes
 - c. Category 4 = Fleeing Abuse and Domestic Violence
 - 2. People who have an annual income below 50% AMI AND meet the “at risk of homeless” definition under the following categories:
 - 1. Category 1 = Individuals and Families
 - 2. Category 2 = Unaccompanied Children and Youth
 - 3. Category 3 = Families with Children and Youth

ESG beneficiaries meet HUD program income requirement (50% or less of Area Median Income for CARES ACT ESG funding and 30% or less of Area Median Income for non-CARES ACT ESG funding unless waiver, which expires October 21, 2022, is in place or otherwise extended by HUD):

- 1. At initial certification AND recertification for ESG beneficiaries seeking assistance under Category 2 – At-Risk of Homelessness; and,
 - 2. Only at recertification, not at initial certification for ESG beneficiaries seeking continual assistance under:
 - a. Category 1 – Literally Homeless; or
 - b. Category 3 – Homeless Under Other Federal Statutes; or
 - c. Category 4 – Fleeing Domestic Abuse or Violence.
- D. Have been referred by CES to CONTRACTOR or CONTRACTOR has reverse-referred program participant to CES for assessment (this does not apply to Category 4).
 - E. CONTRACTOR coordinates services program enrollment and services in collaboration with CES.
 - F. ESG beneficiaries meet the prioritization criteria and have been prioritized by CES.
 - G. Services rendered to ESG beneficiaries meet cost eligibility as set forth in 24 CFR §576.101 – 576.107 and 2 CFR Part 200.

5. CONTRACTOR REQUIREMENTS

The following shall be required by CONTRACTOR:

- A. Compliance with all applicable federal, state, and local laws, required to execute and perform this contract. CONTRACTOR may be required to repay CDH or HCD in the event of non-compliance with any applicable law if CDH is required to pay any amount of funds to HCD as a result of CONTRACTOR'S non-compliance.
- B. Review, understanding, and certification that reimbursement claims submitted to the COUNTY meet eligible expenses under the ESG, HCD and HUD requirements. CONTRACTOR further acknowledges that the source of the ESG Funds is a federal pass-through grant to the Subrecipient. The COUNTY shall have no obligation to advance or pay the CONTRACTOR with any funds.
- C. CONTRACTOR attests that by submitting a reimbursement claim to CDH it has completed all due diligence necessary and verified eligibility of **ESG** and ESG-CV Grant funding. CONTRACTOR may be required to repay CDH, HUD or HCD for non-eligible reimbursement claims that may inadvertently be processed by COUNTY.
- D. CONTRACTOR verifies that reimbursement requests for rental assistance do not exceed Fair Market Rents (FMR) as defined by HUD unless waivers are in place and confirms that rental assistance has been issued directly to a property owner or an agent authorized to act on behalf of a property owner.
- E. CONTRACTOR must work in collaboration with the CES System and the Continuum of Care (CoC), to ensure the screening, assessment, and referral of ESG beneficiaries are consistent with the COUNTY'S written standards for providing ESG assistance, as described in the consolidated plan. CONTRACTOR must provide documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC in accordance with the requirements established by HUD (24 CFR § 576.400).
- F. CONTRACTOR must conduct initial evaluations, upon receipt of program participant referral from CES, and re-evaluations to determine the eligibility of each individual or family eligibility for ESG assistance in accordance with 24 CFR § 576.401.
- G. CONTRACTOR may terminate assistance if program participant violates program requirements. Termination of assistance must be in accordance with a formal process as established by the CONTRACTOR that recognizes the rights of the individuals affected (24 CFR § 576.402).
- H. CONTRACTOR must certify that shelters and all housing provided through ESG Activities §576.103 - Homelessness Prevention; §576.104 - Rapid Re-housing meet Habitability Standards

(**Exhibit 9 - Habitability Standards Certification**) in conformance to 24 CFR § 576.403. During COVID-19, HUD has made concessions to allow for the inspections to be conducted using electronic and technological methods such as with date-stamped video and/or photographs. Upon the expiration of the quarantine orders related to COVID-19 pandemic, the onsite, physical inspections must be conducted within 120 days. In addition, CONTRACTOR must ensure the unit meets Lead-Based Paint requirements.
- I. CONTRACTOR must ensure all program beneficiaries meet income requirements. CONTRACTOR may utilize the Income Calculator, as provided by HUD, which is an internet based interface (Exhibit 13 – CPD Income Calculator) or CONTRACTOR may utilize the Excel based spreadsheet (Exhibit 5- Income Eligibility Calculation Worksheet) provided by COUNTY.
- J. CONTRACTOR must utilize **Exhibit 10 - ESG Income Limits**, Fair Market Rents and Utility Allowance Schedule to ensure program beneficiaries meet ESG income requirements and all housing

assistance provided under ESG meets FMR and Rent Reasonableness standards. COUNTY will be responsible to provide CONTRACTOR with an updated Exhibit 10 - ESG Income Limits, Fair Market Rents and Utility Allowance Schedule as income limits, FMRs and Utility Allowance Schedules, as updates and effective dates are made available by issuing agencies.

6. BUDGET SECTION

No more than the amounts specified in Exhibit 1 - **BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** may be spent for the separate cost categories specified in the Budget Summary without prior written approval of the COUNTY.

The COUNTY reserves the right to reduce the grant allocation when the COUNTY fiscal monitoring indicates that CONTRACTOR'S rate of expenditure will result in unspent funds at the end of the program year or if it is determined that costs incurred are not in conformance with eligible costs as defined by 24 CFR §576.101 – 576.107 and 2 CFR Part 200. Changes in the grant allocation will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

Contractor-initiated activity-level Budget modifications shall be allowed upon review and approval by the Department's Deputy Executive Officer or Director, the modifications shall be limited to a maximum of two (2) per Contract period as specified under "Terms of Agreement" Section 1(b) and must be in compliance with amendment thresholds, as defined by the County's Citizen Participation Plan and grant guidelines, on file with the COUNTY. Budget modifications must be justified and not had adversely impact overall performance measures, as reported to HCD.

The CONTRACTOR will submit a final request for reimbursement no later than 30 days after each expenditure deadline per funding source (30 days after expiration date of funds). See section 1 Terms of Agreement table with specified dates per funding source.

7. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR'S program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

CONTRACTOR must submit request for reimbursement no later than thirty (30) days after the close of the service period (i.e., services ending March 30 must be submitted for reimbursement no later than April 30) with all supporting documentation (i.e., proof of payment such as cancelled checks or bank statements, invoices, timesheets/payroll reports, activity logs, purchase orders, etc.) to accompany any expenses being requested for reimbursement. Please refer to **Exhibit - 12 Claims Checklist**. Requests for reimbursements submitted more than ninety (90) days after the close of the service period are subject to be denied and not reimbursed unless CONTRACTOR is able to substantiate extenuating circumstances and obtain approval from COUNTY with prior notice.

CONTRACTOR must demonstrate timely use of funds meeting the following expenditure and performance benchmarks, as defined in Section 2 – Scope of Services.

8. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Contract, CONTRACTOR certifies that it has previously filed with CDH, a written statement listing all revenue received, or expected to be received, by CONTRACTOR from federal, state, city or COUNTY sources, or other governmental or private agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such

project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each project or business activity, and the full name and address of each such agency.

Substantial modifications to such statement shall be submitted, with CONTRACTOR'S next, subsequent monthly reimbursement claim. CONTRACTOR shall make available for inspection and audit to COUNTY representatives, upon request, at any time during the duration of this Contract and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of the project or business activity, which is the subject of this Contract, funded in whole or in part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records pertaining to the project or business activity which is the subject of this Contract shall be maintained by CONTRACTOR at a location in the COUNTY. Failure of CONTRACTOR to comply with the requirements of this section of the Contract shall constitute a material breach of the Contract, upon which the COUNTY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. The COUNTY shall NOT pay for any services provided by CONTRACTOR, which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

10. MATCHING FUNDS

CONTRACTOR must match dollar-for-dollar for regular State and Federal ESG funds from other public or private sources and will provide Funding/Match Report and submit monthly Match Report updates, as shown in Exhibit 4 - **SERVICE PROVIDER AGENCY GRANT MATCH REQUIREMENTS**. CONTRACTOR is required to match Federal 21-22.

A. Provide matching funds itself, or

B. Through matching funds or voluntary efforts by any recipient or project sponsor, or

C. By credited matching of equivalent services rendered during program year.

Matching funds report must be provided by the CONTRACTOR. Funds used to match another grant, or a previous ESG grant, may not be used to match a subsequent grant award.

CONTRACTOR/Grantees/recipients may use any of the following in calculating the amount of matching funds provide:

- Cash;
- The value or fair rental value of any donated material or building;
- The value of any lease on a building;
- Any salary paid of staff to carry out the program of the recipient; and
- The value of the time and services contributed by volunteers to carry out the program of the recipient at a current rate of twenty-one dollars (\$21) per hour. (Note: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community).

CONTRACTOR is not required to meet a matching requirement for the ESG-CV funding provided by the CARES Act the fund.

11. PROGRAM INCOME

Program income, as defined in 2 CFR §200.307 and 2 CFR 200.80 represents net income directly generated from the use of ESG funds by CONTRACTOR as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with ESG funds, the income shall be prorated to reflect the percentage of ESG funds used. CONTRACTOR shall retain the use of program income by returning program income to the COUNTY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to the COUNTY within thirty (30) days after: a) disposition or sale of real or personal property occurs; b) cumulative program income reaches increments of one thousand dollars (\$1,000); or c) the end of each fiscal year. CONTRACTOR shall include the reports required by Section 13, Program Reporting, from all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by the COUNTY to CONTRACTOR shall be spent by CONTRACTOR on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income funds. CONTRACTOR shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional ESG funds are spent.

Any program income on hand when this Contract expires or is received after such expiration shall be remitted to COUNTY.

12. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUNDRAISING ACTIVITIES

CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

13. PROGRAM REPORTING AND RETENTION OF RECORDS

CONTRACTOR agrees to prepare and submit financial, program progress, and other reports as required by HCD or COUNTY directives. CONTRACTOR shall maintain such program, property, personnel, financial, statistical, and other records, supporting documents, and accounts as are considered necessary by HCD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CONTRACTOR for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its consolidated annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this Contract is reported on for the final time. Said COUNTY submission will follow CONTRACTOR'S final submission to COUNTY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for five (5) years or the number of years there is an outstanding obligation, whichever is longer. All CONTRACTOR'S records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CONTRACTOR is required to submit data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with HUD regulations in the format and at the time designated by the Community Development and Housing Director or his/her designee. By the thirtieth (30th) of each month, CONTRACTOR shall submit required fiscal reimbursement forms and the HMIS REPORT, Exhibit 16, for the month being reported, as necessary to track program accomplishments and for completion of the HUD required Consolidated Annual Performance and Evaluation Report (CAPER). CONTRACTOR shall also provide the applicable HOUSING STATUS AND HOMELESS CERTIFICATION Form, included as Exhibit 6. Specific content in the requests for reporting as described in Exhibits 5 and 6 are subject to future modification as HUD reporting requirements adjust to new ESG regulations.

CONTRACTOR agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, HCD or the COUNTY directives. CONTRACTOR shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or

the COUNTY to assure proper accounting for all contract funds. All CONTRACTOR'S records pertaining to services provided under this Contract, with the exception of confidential client information, shall be made available to representatives of the COUNTY and the appropriate federal agencies.

14. FISCAL LIMITATIONS

The United States of America, through HUD, and the State of California, through HCD, may, in the future, place programmatic or fiscal limitation(s) on ESG funds not presently anticipated. Accordingly, the COUNTY reserves the right to revise this Contract in order to take account of actions affecting HUD or HCD program funding. In the event of funding reduction, the COUNTY may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of CONTRACTOR'S authority to commit and spend funds, or may restrict CONTRACTOR'S use of both its uncommitted and its unspent funds. Where HUD has directed or requested the COUNTY to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, CDH may act for the COUNTY in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the COUNTY had reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of CONTRACTOR, the COUNTY may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days' notice to CONTRACTOR of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by the COUNTY affect expenditures and legally binding commitments made by CONTRACTOR before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

15. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. If CONTRACTOR is a nonprofit organization, it agrees to comply with 24 CFR Part 84 and 2 CFR Part 200 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop, and implement adequate internal financial controls, and maintain required source documentation for all costs incurred.
2. If CONTRACTOR is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and 2 CFR Part 200 apply.

B. Recordkeeping and Retention

CONTRACTOR agrees to maintain all records required by ESG Rules and Regulations under 24 CFR Parts 91 and 576, including:

1. Records documenting that activities are ESG eligible.
2. Records documenting the eligibility of ESG beneficiaries.
3. As applicable, records documenting rent reasonableness.
4. As applicable, records documenting each rental unit has passed a habitability Inspection.
5. Records documenting that each participant received an intake interview.
6. As applicable, records documenting that persons receiving assistance for longer than three (3) months, were recertified at three (3) month intervals.
7. Records providing a full description of each activity undertaken.
8. Records documenting compliance with fair housing and equal opportunity cross-cutting regulations.
9. Financial records illustrating appropriate accounting principles applied.
10. Records accounting for staff time and activities relating to ESG expenditures and draw requests.
11. Any other records necessary to demonstrate compliance with ESG

12. All records pertaining to each fiscal year of ESG funds must be retained for the five (5) years after the expenditure of all funds from the grant under which the program participants were served.

C. Client Data

CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards, as prescribed by HUD. Such information shall be made available to CDH as a part of the monthly reimbursement requests documentation and must be made available upon request. In addition to entry of client data entered into HMIS, CONTRACTOR will be expected to meet Data Quality Standards, as prescribed by HUD. See Section 18 – HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS) - DATA COLLECTION of this Contract.

D. Procurement

CONTRACTOR shall comply with 2 CFR Part 200 Subpart D Sections 200.310-200.327 and the procurement policies and requirements of the COUNTY and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to CDH upon termination of this Contract.

1. Expendable Personal Property: Expendable personal property refers to all tangible personal property other than non-expendable personal property. All purchases of expendable or non-expendable personal property with a unit value of one thousand dollars (\$1,000) or more per unit must have the prior written approval of the Community Development and Housing Director.
2. Acquisition of Supplies and Equipment: CONTRACTOR may purchase from a related agency/organization only if:
 - a. Prior authorization is obtained in writing from COUNTY.
 - b. Charges do not exceed the authorized amount and minimum written specifications are met.
 - c. A community-related benefit is derived from such related acquisition.
 - d. No conflict of interest for private gain accrues to CONTRACTOR or its employees, agents, or officers.
 - e. CONTRACTOR shall adhere to all applicable procurement standards of 2 CFR Part 200 in the acquisition of supplies and equipment. CONTRACTOR shall submit documentation of compliance with 2 CFR 200.310-327 prior to procuring nonexpendable property or equipment.
3. Purchases and Invoice Deadlines: No expendable or non-expendable property or equipment shall be purchased during the final three (3) months of the initial performance period unless approved by the COUNTY in writing. Invoices for all obligations incurred under this Contract must be submitted to CDH Administrative Services within thirty (30) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by CDH.
4. Costs Incurred Prior to Contract Execution: No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with Grant funds. HUD procurement policies and requirements for non-profit contractors are contained in 24 CFR Part 84 and for states and local governments in 24 CFR Part 85.

E. Closeout

CONTRACTOR agrees to adhere to and comply with the closeout procedures detailed in 2 CFR 200.344, including but not limited to the following:

1. CONTRACTOR must submit, no later than sixty (60) calendar days after the expiration of the term, all financial, performance, and other reports as required by the terms and conditions of the Federal (HUD) and HCD award;
2. Unless COUNTY authorizes an extension, CONTRACTOR must liquidate all obligations incurred under the Federal (HUD) and HCD award no later than Sixty (60) days after the end date of the performance period, as specified in the terms and conditions of the Federal award;
3. CONTRACTOR must promptly refund any balances of unobligated cash that COUNTY paid that is not authorized to be retained by CONTRACTOR for use in other projects (Refer to 2 CFR 200.345);
4. CONTRACTOR must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR 200.310-200.316 and 200.239; and,
5. CONTRACTOR, in collaboration with COUNTY should complete all closeout actions for the Federal award no later than one (1) year after receipt and acceptance of all required final reports.

16. GENERAL CONTRACT TERMS

A. LEGALITY AND SEVERABILITY

The parties' actions under this Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. If a provision of this Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B. TAXES

COUNTY is exempt from Federal excise taxes and no payment shall be made for any taxes with respect to income, personal property taxes levied on CONTRACTOR, or on any taxes levied on employee wages. The COUNTY shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

C. REPRESENTATION OF THE COUNTY

In the performance of this Contract, CONTRACTOR, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.

D. CONTRACTOR PRIMARY CONTACT

The CONTRACTOR will designate an individual to serve as the primary point of contact for this Contract. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) business days. CONTRACTOR shall not change the primary contact without written notification and acceptance of the COUNTY. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

CONTRACTOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

E. SUBCONTRACTING

CONTRACTOR has indicated that services will be provided through the use of subcontractors. Any subcontracting and/or subcontractors shall be subject to the same terms and conditions as

CONTRACTOR. CONTRACTOR shall be fully responsible for the performance, training, recordkeeping requirements, and payments of any subcontractor's contract.

F. CONTRACT ASSIGNABILITY

Without the prior written consent of the COUNTY, this Contract is not assignable by CONTRACTOR either in whole or in part.

G. CONTRACT AMENDMENTS

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of this Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the required persons.

H. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, at any time by either party upon giving sixty (60) days' notice in writing to the other party. The Deputy Executive Officer of Community Revitalization or the CDH Director are hereby authorized to give said notice.

I. LICENSES AND PERMITS

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of federal, state, county, and municipal laws, ordinances, rules, and regulations to conduct operations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Contract. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in termination of this Contract.

J. LABOR LAWS

- a. CONTRACTOR, its agents, and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state, and local laws, which affect the conduct of the work.
- b. CONTRACTOR shall strictly adhere to the applicable provisions of the Labor Code regarding: the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.
- c. CONTRACTORS are prohibited from performing work with a subcontractor who is ineligible to perform work on a HUD project pursuant to HUD Title 24 CFR Part 24. Any contract entered into between a CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a HUD contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the awarding body. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project. A list of debarred contractors can be found on the Excluded Parties Listing System on HUD's website.

K. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CONTRACTOR agrees that it will not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the activities funded under this Contract. Further, CONTRACTOR agrees that it will not perform or permit political activities in connection with the

performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If the CONTRACTOR conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the ESG-funded program services.

L. IMPROPER CONSIDERATION

1. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the COUNTY in an attempt to secure favorable treatment regarding this Contract.
2. The COUNTY, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once this Contract has been awarded.
3. CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

M. EMPLOYMENT OF FORMER COUNTY OFFICIALS

CONTRACTOR agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information shall include a list of former COUNTY administrative officials who terminated COUNTY employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Chief Executive Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

N. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The CONTRACTOR shall require its subcontractors to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates, or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR'S subcontractors will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, if required by COUNTY, the CONTRACTOR shall ask its subcontractors to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil

actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR'S subcontractors will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

O. INACCURACIES OR MISREPRESENTATIONS

If in the administration of this Contract, the COUNTY determines that CONTRACTOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the COUNTY during the selection process, this Contract may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

P. RECYCLED PAPER PRODUCTS

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires CONTRACTORS to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires CONTRACTORS to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

Q. REIMBURSEMENTS

Reimbursement will be made by CDH based upon satisfactory performance under the terms of the Contract. CONTRACTOR will submit reimbursement requests to the COUNTY within thirty (30) days following the last calendar day of the month in which expenses occurred. CDH will review supporting documentation and confirm satisfactory performance prior to processing reimbursement request. CDH may request additional supporting documentation and disallow portions of a claim pending satisfactory documentation as determined by CDH. CONTRACTOR attests that by submitting a reimbursement claim to CDH it has completed all due diligence necessary and verified eligibility of ESG and ESG-CV Grant funding. Required reimbursement documentation will be provided to CONTRACTOR once this Contract has been executed and may be modified by CDH from time to time to meet applicable regulations.

R. ELECTRONIC FUND TRANSFER PROGRAM

CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR'S designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

S. DISCLOSURE OF INFORMATION

In recognizing CONTRACTOR'S need to identify its services to related clients to sustain itself, the COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Contract within the following conditions:

CONTRACTOR shall develop all publicity material in a professional manner. CONTRACTOR, its employees, agents, and sub-contractors shall not publish or disseminate commercial advertisements, press releases, opinions of feature articles, using the name of the COUNTY without the prior written consent of the CDH Director or designee. The COUNTY shall not unreasonably

withhold written consent, and approval by the COUNTY may be assured in the event that no adverse comments are received in writing within two (2) weeks after submittal.

T. DRUG AND ALCOHOL-FREE WORKPLACE

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees, while performing services for the Federal ESG:

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
3. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to CONTRACTOR or CONTRACTOR'S employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

CONTRACTOR shall inform all employees that are performing services for the Federal ESG, of the COUNTY's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such services.

COUNTY may terminate for default or breach of this Contract and any other agreement CONTRACTOR has with the COUNTY, if CONTRACTOR or CONTRACTOR'S employees are determined by the COUNTY not to be in compliance with above.

U. LOBBYING

CONTRACTOR certifies and agrees that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. CONTRACTOR shall sign a certification to that effect in a form as set forth in **Exhibit 18 - CERTIFICATION AND DISCLOSURE OF LOBBYING**, attached hereto and by this reference incorporated herein. CONTRACTOR shall submit the signed certification to COUNTY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of COUNTY to pay any sums to CONTRACTOR under the terms and conditions of this Contract. 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 agree, the undersigned shall compete and submit a "Disclosure of Lobbying Activities" in accordance with its instructions (Exhibit 18).

V. ENVIRONMENTAL CONDITIONS

1. ESG activities are subject to environmental review by HUD under the environmental regulations in 24 CFR Part 50. CONTRACTOR, or any contractor of the CONTRACTOR, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project or activity under this Section, or commit or expend ESG or local funds for eligible activities under this Section unless and until HUD has performed an environmental review under 24 CFR Part 50 and the CONTRACTOR and COUNTY has received approval of the property.

CONTRACTOR agrees to comply with all applicable environmental requirements as they apply to the performance of this Contract, including but not limited to Clean Air Act, the Federal Water Pollution Control Act, and the Flood Disaster Protection Act. If applicable, CONTRACTOR also shall comply with the Historic Preservation requirement of the National Historic Preservation Act of 1966.

2. CONTRACTOR is subject to adherence with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4821-4846), and implementing regulations in 24 CFR Part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG and all housing occupied by ESG beneficiaries that were built before 1978.
3. CONTRACTOR will accept assignment from the COUNTY of all responsibilities set forth in Subpart K of 24 CFR 35.
4. Subpart K is to establish procedures to eliminate, to the extent feasible and practical, Lead-Based Paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. In connection with the grant funds under this Contract, the COUNTY requires that the CONTRACTOR comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs"). The CONTRACTOR shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:
 - a. A visual assessment of all painted surfaces in order to identify deteriorated paint;
 - b. Paint stabilization of each deteriorated paint surface, and clearance, in accordance with §35.1330 (a) and (b), before occupancy of a vacant dwelling unit, or where a unit is occupied, immediately after use of Federal assistance;
 - c. Ongoing LBP maintenance activities into regular building operations, in accordance with §35.1355(a), if the dwelling unit has a continuing, active financial relationship with a federal housing assistance program;
 - d. Notice to occupants in accordance with §35.125(b)(1) and (c), describing the results of the clearance examination.
5. CONTRACTOR shall provide to all occupants of housing assisted with ESG:
 - a. A copy of the pamphlet entitled "Protect Your Family from Lead in Your Home" (see **Exhibit 15 - LEAD BASED PAINT PAMPHLET AND DISCLOSURE**).
 - b. All available information and knowledge regarding the presence of LBP and LBP hazards prior to leasing a housing unit (See 24 CFR 35, Subpart A).
 - c. Notification in writing of the results of the presumption of LBP and/or LBP hazards, results of any lead hazard evaluation, and any lead hazard reduction work (See 24 CFR 35, Subpart A).

17. AUDITS

CONTRACTOR is required to arrange for an independent financial/compliance audit performed within the direction of generally accepted auditing standards and government auditing standards. Said audit(s) shall cover the applicable term of this Contract. When CONTRACTOR receives seven hundred fifty thousand dollars (\$750,000) or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with standards as set forth and published by the United States Office of Management and Budget (2 CFR § 200.501a).

CONTRACTOR shall submit a copy of the audit report to the COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CONTRACTOR shall provide to

the COUNTY a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

The COUNTY, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out the responsibilities of CONTRACTOR under COUNTY, state or federal laws and regulations. CONTRACTOR agrees to cooperate fully with all persons conducting said additional audits or reviews. The COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of CONTRACTOR.

If indications of misappropriation or misapplication of the funds of this Contract cause the COUNTY to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract Budget.

Should the COUNTY subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract Budget. CONTRACTOR shall reimburse all misappropriation or misapplication of funds to the COUNTY. In the event the COUNTY uses the judicial system to recover misappropriated or misapplied funds, CONTRACTOR shall reimburse the COUNTY legal fees and court costs in addition to awards.

18. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) – DATA COLLECTION

The CONTRACTOR must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. HUD requires ESG-CV performance data to be reported on a quarterly basis and will be due on the following dates during the performance period, unless otherwise noted: March 30, July 30, October 30, and January 30. COUNTY will coordinate with CONTRACTOR for the collection of the reporting data. Data must be reviewed and validated by CONTRACTOR no later than the 10th of each month. COUNTY will use the HMIS data to create CSV (Comma Separated Value) files that will be uploaded into the SAGE System, which is HUD's data repository. CONTRACTOR will work with COUNTY to remediate any validation errors that may occur, prior to the submission of the reports.

ESG funds require reporting client-level data, such as the number of persons served, their demographic information, and the applicable ESG services provided into HMIS which is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless. HMIS is managed and operated locally by the Office of Homeless Services (OHS). HUD HMIS technical and data standards are set forth in the Final 2017 HMIS Data Standards, on file with OHS. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile. COUNTY will work with CONTRACTOR and OHS to ensure the HMIS program profile is set up in a manner that accurately captures the data pertinent to CONTRACTOR'S program.

The CONTRACTOR and its subcontractors shall have an agreement in place with the HMIS lead agency to participate in the regionally established HMIS system and shall submit a copy of HMIS reports (see **Exhibit 16 - SAMPLE HMIS REPORT**) with monthly reimbursements. A copy of the CONTRACTOR'S agreement with the HMIS lead agency shall be delivered to the COUNTY, upon request. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The "HMIS Lead Agency" is San Bernardino County, Office of Homeless Services:

Mike Bell, HMIS Support

San Bernardino County
Office of Homeless Services
215 North D Street, Suite 301
San Bernardino CA 92401
Michael.Bell@hss.sbcounty.gov
Tel: 909-501-0613
Fax: 909-501-0622

The CONTRACTOR shall enter into an Interagency Data Sharing Agreement with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other ESG funded agencies regarding clients that are served in ESG funded programs, unless prohibited by law. A copy of such agreement shall be delivered to the CONTRACTOR.

CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for ESG participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data input requirements will constitute a violation of the terms and conditions of this Contract and made subject to remedies as set forth in Section 19 - Termination and Termination Costs, below.

In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS Memorandum of Understanding (MOU) and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of following Data Elements entered:

- 1) Client Demographic Data
 - a) Name
 - b) Social Security Number
 - c) Date of Birth
 - d) Race
 - e) Ethnicity
 - f) Gender
 - g) Veteran Status
- 2) Universal Data
 - a) Disabling Condition
 - b) Project Start Date
 - c) Project Exit Date
 - d) Destination
 - e) Relationship to Head of Household
 - f) Client Location
 - g) Housing Move-in Date
 - h) Living Situation
- 3) Common Program Specific Data Elements
 - a) Income and Sources
 - b) Non-Cash Benefits
 - c) Health Insurance
 - d) Disability Elements
 - e) Physical Disability
 - f) Developmental Disability
 - g) Chronic Health Condition
 - h) HIV/AIDS

- i) Mental Health Problem
 - j) Substance Abuse
 - k) Domestic Violence
 - l) Contact
 - m) Date of Engagement
 - n) Bed-Night Date
 - o) Housing Assessment Disposition
- 4) Data Timeliness
- a) Entry Timeliness
 - b) Exit Timeliness

The Data Quality Standards require a program to have a five percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be flagged and captured on a CONTRACTOR HMIS Data Quality Report Card (Report Card) generated by OHS (See Exhibit 17 - HMIS DATA QUALITY REPORT CARD). The Report Card will be generated and reviewed on a quarterly basis. The Report Card will be provided to CONTRACTOR when available and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD, and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate contract as set forth in Section 19 - Termination and Termination Costs below.

19. TERMINATION AND TERMINATION COSTS

The COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation, or substantial reduction in ESG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible, or impossible:

1. If CONTRACTOR fails to perform the services within the time specified herein or any extension thereof; or,
2. If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms. If in either of these circumstances, CONTRACTOR does not cure such failure within a period of ten (10) days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure, COUNTY may terminate this Contract.
3. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
4. The filing of a voluntary petition to have CONTRACTOR declared bankrupt.
5. The appointment of a Receiver or Trustee for CONTRACTOR.
6. The execution by CONTRACTOR of an assignment for the benefit of its creditors.

If CONTRACTOR materially fails to comply with any term of this Contract, the COUNTY may take one or more of the actions provided under Federal Regulation at 2 CFR 200.339 through 343, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, requiring repayment for ineligible reimbursements, and other remedies that are legally available. In such event, CONTRACTOR shall be compensated for all eligible services rendered, and incurred costs related to the provision of such services, performed in good faith in accordance with the terms of this Contract that have not been previously reimbursed, to the date of said termination to the extent that ESG funds are available from HCD and HUD.

In the event the COUNTY terminates the Contract, in whole or in part, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those so terminated, and CONTRACTOR shall be liable to the COUNTY for any excess costs for such similar supplies or services; provided that CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

20. MONITORING

The CDH Director, or designee, will conduct periodic program reviews, inclusive of desk audits and onsite monitoring, to monitor and assess the performance of the CONTRACTOR against goals and performance standards. These reviews will focus on the extent to which the planned program, as described in CONTRACTOR'S ESG Application and summarized in **Exhibit 1 – ELIGIBLE USES, BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** has been implemented. Effectiveness of program management and impact of the program pursuant to ESG & ESG-CV goals will also be reviewed. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CONTRACTOR under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. CONTRACTOR will allow access to records and permit on-site inspection by COUNTY representatives, HUD and HCD representatives, and ensure that its employees and board members furnish such information, as in the judgment of COUNTY, HUD and HCD representatives, may be relevant to the question of compliance with contractual conditions and HCD or HUD directives, or the effectiveness, legality, and achievements of the program.

Substandard performance as determined by the COUNTY will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within thirty (30) days, when feasible and practical, after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

21. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

22. CONFLICT OF INTEREST

CONTRACTOR shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal conflict of interest regulations found in 24 CFR 570.611, 2 CFR 200.317 and 318, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of CONTRACTOR, who exercises any functions or responsibilities with respect to ESG funded activities identified in this Contract and who is in a position to participate in a decision making process or gain inside information with regard to activities identified in this Contract, may not obtain a financial interest or benefit from the ESG-assisted activities identified in this Contract or any related contract, subcontract, or agreement, either for themselves, an immediate family member or business partner, during his/her tenure. CONTRACTOR shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

CONTRACTOR'S failure to comply with this Section may result in the termination of the Contract and repayment of funds as described in Section 19 in addition to any other available remedies to COUNTY.

This Section 22 shall survive termination of this Contract.

23. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records in accordance with all applicable federal, state and COUNTY laws, regulations, ordinances, and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. In addition, CONTRACTOR must develop written procedures to ensure that all records containing personally identifying information shall remain confidential and kept secure and confidential; the address or location of any domestic violence or related shelter project assisted under ESG will not be made public; and, the address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the COUNTY or CONTRACTOR and consistent with state and local laws regarding privacy and obligations of confidentiality.

24. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees.

CONTRACTOR'S indemnification obligation applies to the COUNTY'S "active" as well as "passive" negligence but does not apply to the COUNTY'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. This indemnification includes, but is not limited to, any determination by HUD or its successors that activities undertaken by CONTRACTOR under this Contract fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to CONTRACTOR under this Contract were improperly expended. This Section 24 shall survive the termination of this Contract.

25. INSURANCE REQUIREMENTS

Additional Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights: CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

Policies Primary and Non-Contributory: All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the COUNTY.

Severability of Interests: CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that

preclude coverage for suits between CONTRACTOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

Proof of Coverage: CONTRACTOR shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier: Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII." CONTRACTOR is an authorized self-insured public entity for purposes of general liability, automobile liability, and workers' compensation. CONTRACTOR warrants that, through its self-insurance program, it has adequate coverage or resources to protect against any liabilities arising out of its performance regarding the terms and conditions of this agreement.

Deductibles and Self-Insured Retention: Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage: In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the CONTRACTOR or COUNTY payments to CONTRACTOR will be reduced to pay for COUNTY purchased insurance.

Insurance Review: Insurance requirements are subject to periodic review by the COUNTY. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY'S risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the COUNTY.

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability: A program of Workers' Compensation insurance or a state approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to the COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY'S Director of Risk Management.

With respect to CONTRACTOR that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance: CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment
- (b) Products and completed operations
- (c) Broad form property damage (including completed operations)
- (d) Explosion, collapse and underground hazards
- (e) Personal injury
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit

Automobile Liability Insurance: Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance: An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

26. AMENDMENTS AND VARIATIONS

This writing with attachments embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.



27. USE OF ARRA FUNDS AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel, and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States.

A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination. Section 1606 of ARRA requires that laborers and mechanics employed by CONTRACTORS and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement. The above-described provisions constitute notice under ARRA of the Buy American and wage rate requirements. CONTRACTOR must contact the COUNTY contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. CONTRACTOR will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the COUNTY may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. CONTRACTOR agrees to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract. CONTRACTOR may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. CONTRACTOR must contact the COUNTY with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. CONTRACTOR agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, CONTRACTOR agrees to separately identify to each sub-contractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. CONTRACTOR may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. CONTRACTOR agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

CONTRACTOR agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal subcontractors, including the State, and all subcontractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

CONTRACTOR agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

28. ANTI-DISCRIMINATION

No person shall, on the basis of race, color, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, physical disability, mental disability, medical condition, genetic information, age, religious creed, military, or veteran status, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

29. CONTRACT COMPLIANCE

CONTRACTOR shall make every effort to ensure that all projects funded wholly or in part by ESG or ESG-CV funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CONTRACTOR shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

30. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

All parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, directives, and all applicable cross-cutting requirements as they pertain to the performance of this Contract. This Contract is subject to and incorporates the following, including, but not limited to:

- (1) **Economic Opportunities for Low- and Very Low-income Persons.** The CONTRACTOR shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- (2) **Civil Rights.** The CONTRACTOR 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 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.
- (3) **Nondiscrimination and Equal Employment Opportunity.** During the performance under this AGREEMENT, the CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable

law. The CONTRACTOR shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation. The CONTRACTOR shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375, 11478, 12086, and 12107.

- (4) Nondiscrimination and Equal Opportunity in Participation. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a). The CONTRACTOR shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The

CONTRACTOR shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The CONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities.

- (5) Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act, which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.
- (6) Fair Housing. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The CONTRACTOR has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.
- (7) Displacement and Relocation. CONTRACTOR must ensure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR §576.408.
- (8) Affirmative Outreach. The COUNTY and CONTRACTOR 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. The recipient and its subrecipients 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, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons (c).
- (9) The California Fair Employment and Housing Act of 1959 codified as Government Code §§12900 - 12996, the California statute used to fight sexual harassment and other forms of unlawful discrimination in employment and housing.

31. PARTICIPATION OF HOMELESS PERSONS

In compliance with the federal regulations governing the ESG Program, and specifically 24 CFR 576.405 governing homeless assistance and participation, CONTRACTOR will require its subcontractor to provide for the participation of not less than one homeless or formerly homeless individual on its subcontractor's *board of directors or other equivalent policymaking entity*. To the extent feasible, CONTRACTOR'S subcontractor must involve homeless individuals and families in providing work or services pertaining to operating facilities, providing services assisted under ESG, and providing services for occupants of facilities assisted under ESG. CONTRACTOR'S subcontractor must provide a certification (**Exhibit 14 - Homeless Participation Certification**) documenting compliance with, or efforts to comply with, this requirement.

32. SUSPENSION AND DEBARMENT

By entering this Contract, CONTRACTOR certifies that CONTRACTOR, including its principals, is not suspended, or debarred from participating in federally funded contracts and sub-awards.

33. GOOD STANDING OF NON-PROFIT STATUS

CONTRACTOR certifies:

- (1) It is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of the State of California and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The CONTRACTOR has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this Contract by the CONTRACTOR has been fully authorized by all requisite actions on the part of the CONTRACTOR.
- (2) If CONTRACTOR non-profit status changes at any time during this Contract, it will advise the COUNTY within 15 days.
- (3) If the CONTRACTOR is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, other than reimbursement for expenses, from any funds generated from or because of the ESG program, for their services.
- (4) As a non-profit, the CONTRACTOR acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR § 200.

34. INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM (IDIS) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")

To ensure compliance with transparency and reporting, COUNTY must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The COUNTY must also comply with the reporting requirements in 24 CFR parts 85 and 91 and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in Appendix A to 2 CFR part 170, which is a reporting system used to report awards and amounts of awards made to subrecipients.

Upon request by COUNTY, CONTRACTOR must provide information required for IDIS and FFATA reporting purposes.

35. NOTICES

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice by first-class United States Certified Mail, postage prepaid, addressed to the appropriate party as follows:

San Bernardino County
 Attention: Community Development & Housing Department
 385 North Arrowhead Avenue, 3rd Floor
 San Bernardino, CA 92415-0043

Mercy House
 Attention: Larry Haynes, Chief Executive Officer
 P.O. Box 1905
 Santa Ana, CA 92702

Such addresses may be changed by notice to the other party given in the same manner as provided above.

36. COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

Curt Hagman, Chairman, Board of Supervisors

MAR 15 2022

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy



Mercy House

By

(Authorized signature - sign in blue ink)

Name

Larry Haynes

Title

Chief Executive Officer

Dated: 3/1/2022

Address P.O. Box 1905

Santa Ana, CA 92702

FOR COUNTY USE ONLY

Approved as to Legal Form

Suzanne Bryant, Deputy County Counsel

Date 3-9-2022

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶

Date

 3/11/2022

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SAN BERNARDINO COUNTY


►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Mercy House
By ► 
(Authorized signature - sign in blue ink)

Name _____
Larry Haynes

Title _____
Chief Executive Officer

Dated: 3/1/2022

Address P.O. Box 1905
Santa Ana, CA 92702

FOR COUNTY USE ONLY

Approved as to Legal Form
►
Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►
Date _____

Reviewed/Approved by Department
►
Date _____

**EXHIBIT 1
BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS
Mercy House**

Budget Summary and Accomplishments 2020-2023				
Grant Type	Activity	2020-2023 Allocation	Number of Persons Expected to be Served (Individuals)	Average Annual Cost Per Unit of Service per Person
ESG-CV State Funding Expenditure Deadline: July 30, 2022	Street Outreach	\$192,725.00	200	\$ 963.62
	Rapid Re-Housing (RRH)	\$10,065.00	20	\$ 503.25
	HMIS	\$7,500.00	N/A	N/A
	TOTAL	\$210,290.00	220	\$ 955.86
Federal ESG-CV Funding Expenditure Deadline: September 30, 2022	Street Outreach	\$65,709.00	70	\$ 938.70
	Rapid Re-Housing (RRH)	\$5,065.00	10	\$ 506.50
	HMIS	\$11,516.00	N/A	N/A
	ADMIN	\$40,000.00	N/A	N/A
	TOTAL	\$122,290.00	80	\$ 1,528.62
21-22 ESG Federal Funding Expenditure Deadline: October 26, 2023 ** Requires 100% Match**	Street Outreach	\$75,000.00	170	\$ 441.17
	HMIS	\$25,347.00	N/A	N/A
	TOTAL	\$100,347.00	170	\$ 590.28
GRAND TOTAL		\$432,927.00		

***Match requirements apply; See Section 10 in this contract.*

Scope of Work

Street Outreach

Engage persons experiencing homeless through Street Outreach activity and provide services included in 24 CFR 576.101 and CPD 21-08 released by HUD. To include but not limited to engagement, case management, transportation, protective personal equipment, and purchase of supply or equipment eligible under street outreach.

Provide 120 hours of street outreach weekly in the West Valley Regional Steering Committee .

1. Provide services on the weekend and respond to crises during off-hours
2. Increase the number of unsheltered individuals served
3. Increase ability to target additional congregate homeless areas within the West Valley Regional Steering Committee
4. Enable an increase in time spent on proactive engagement and housing navigation services with each program participant with the intention of leading to better housing outcomes for unsheltered populations

Rapid Rehousing

Provide Housing Search and Stabilization (HSS), Rental Assistance, Landlord Incentives, Navigation and services permitted under 24 CFR 576.104 and CPD 21-08 released by HUD. To include but not limited to case management, financial housing services, financial rental assistance and services as follows:

Provide Landlord incentives to increase the effectiveness of Rapid Re-Housing Programs, funding would provide incentives for 30 clients. To stabilize individuals in permanent housing.

HMIS

Mercy House will have staff input all required information into HMIS, facilitate the tracking of information, provide reports, and purchase any software or equipment needed to support HMIS and the tracking of client information. In inclusion and resources eligible activities under 24 CFR 576.107 and Notice CPD 21-08 for COVID funds.

EXHIBIT 2 – ESG GENERAL PROGRAM DESCRIPTION

Activity Description and Category Eligibility for Services

ESG Eligible Activity	Description	Types of Persons Served
Emergency Shelter	<p>Essential Services may include case management, childcare, education services, employment assistance and job training, life skills training, and transportation.</p> <p>Shelter Operations may include maintenance, rent, security, fuel, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. See 24 CFR 576.102.</p>	All homeless persons meeting Categories 1-4 definitions/requirements.
Street Outreach	<p>Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and mental health services, transportation, and services for special populations. See 24 CFR 576.101.</p>	Literally homeless Persons or Families meeting Categories 1 & 4 definitions/requirements.
Rapid Re-Housing/ Stabilization	<p>Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs include: rental assistance; financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services (housing search and placement, housing stability case management). See 24 CFR 576.104.</p>	All homeless persons meeting Categories 1, & 4 definitions/requirements.
Homelessness Prevention/ Stabilization	<p>Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter or a place not meant for human habitation.</p> <p>The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.</p> <p>Eligible costs include: rental assistance; financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services (housing search and placement, housing stability case management). See 24 CFR 576.103.</p>	All persons meeting Category 2, 3 & 4 definitions/requirements.
HMIS	<p>All program participants, with the exception of: domestic violence (DV) and/or those assisted under legally protected categories shall be included in HMIS data collection. Exceptions shall be reported in “comparable database” per ESG regulations. See 24 CFR 576.107</p>	All homeless persons meeting Categories 1-4 definitions/requirements.

EXHIBIT 2 – ESG CV GENERAL PROGRAM DESCRIPTION

Activity Description and Category Eligibility for Services

ESG Eligible Activity	Description	Types of Persons Served
Emergency Shelter	<p>Essential Services may include case management, childcare, education services, employment assistance and job training, life skills training, and transportation.</p> <p>Shelter Operations may include maintenance, rent, security, fuel, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. See 24 CFR 576.102.</p> <p>Additional alternative costs include temporary emergency shelter, training, hazard pay, handwashing stations and portable bathrooms, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(a-e) (f), and HUD Notice CPD 21-08 Section III (E)(h).</p> <p>Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	<p>All homeless persons meeting Categories 1-4 definitions/ requirements.</p>
Street Outreach	<p>Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and mental health services, transportation, and services for special populations. See 24 CFR 576.101.</p> <p>Additional alternative costs include training, hazard pay, handwashing stations, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(c-e) (g), and HUD Notice CPD 21-08 Section III (E)(h).</p> <p>Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	<p>Literally homeless Persons or Families meeting Categories 1 & 4 definitions/ requirements.</p>
Rapid Re-Housing/ Stabilization	<p>Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs include: rental assistance; financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services (housing search and placement, housing stability case management). See 24 CFR 576.104.</p> <p>Additional alternative costs include training, hazard pay, landlord incentives, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(c-d) (f-g), and HUD Notice CPD 21-08 Section III (E)(h).</p> <p>Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	<p>All homeless persons meeting Categories 1, & 4 definitions/ requirements.</p>
Homelessness Prevention/ Stabilization	<p>Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter or a place not meant for human habitation.</p> <p>The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.</p> <p>Eligible costs include: rental assistance; financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services (housing search and placement, housing stability case management). See 24 CFR 576.103.</p> <p>Additional alternative costs include training, hazard pay, landlord incentives, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(c-d) (f-g), and HUD Notice CPD 21-08 Section III (E)(h).</p> <p>Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	<p>All persons meeting Category 2, 3 & 4 definitions/ requirements.</p>
HMIS	<p>All program participants, with the exception of: domestic violence (DV) and/or those assisted under legally protected categories shall be included in HMIS data collection. Exceptions shall be reported in "comparable database" per ESG regulations. See 24 CFR 576.107</p>	<p>All homeless persons meeting Categories 1-4 definitions/ requirements.</p>

EXHIBIT 3 – ESG PROGRAM REQUIREMENTS

The new Emergency Solutions Grant (ESG) signifies a shift in federal funding from traditional emergency shelter and outreach activities to homeless prevention and re-housing efforts. Effective rapid re-housing programs help people transition out of the homeless assistance system as quickly as possible, thus reducing the number of persons who are homeless within the community. Rapid re-housing also ensures that emergency shelter resources are used to serve individuals and families with the most urgent housing crises.

Written standards for providing ESG assistance in accordance with 24 CFR 576.400(e)(1) and (e)(3).

- a) Eligibility for assistance:
 - i) Eligible applicants must meet the definition of “homeless” or “at risk of becoming homeless according to 24 CFR 576.2 and meet the record keeping requirements in 24 CFR 576.500(b),(c),(d), and (e).
 - ii) Gross household income limit: 30% of Area Median Income (AMI) for ESG funds, or 50% of AMI for ESG-CV (COVID-19) impacted households.
 - iii) Individuals and families who have insufficient resources immediately available to attain housing stability, who have moved frequently due to economic reasons, or who require short-term leasing and/or utility assistance.
- b) Coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers; other homeless assistance providers, and mainstream service and housing providers;
 - i) Promote a strategic, community-wide system to prevent and end homelessness through the coordination and integration of program components with available homeless assistance programs (§576.400[b]) and mainstream housing and service programs (§576.400[c]).

Assistance programs available for coordination and integration may include, but not be limited to:

- San Bernardino County Continuum of Care
- Interagency Council on Homelessness Participation
- County Workforce Development Department
- County Workforce Investment Board
- County Transitional Assistance Department
- Shelter Plus Care Program
- Supportive Housing Program
- HUD Veterans Affairs Supportive Housing
- Education for Homeless Children and Youth Grants
- Healthcare for the Homeless
- Programs for Runaway and Homeless Youth
- Emergency Food and Shelter program
- VA Homeless Providers Grant and Per Diem Program

ESG PROGRAM SPECIFIC REQUIREMENTS (Continued)

Mainstream Service Programs may include, but not be limited to:

- Temporary Assistance for Needy Families (TANF)
- Social Security (SSI, SSDI)
- Medi-Cal
- Food Stamps
- Unemployment Insurance Benefits
- Veterans Benefits
- Head Start
- Mental Health and Substance Abuse Grants

- ii) Continue use of the HMIS tracking system to enable service providers to access client history and for reporting to the Department of Housing and Urban Development (HUD).
- c) Prioritize which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance:
 - i) Intake and case management designed to target and reach as many needy individuals and families as possible by determining those most in need and limiting resources to the minimum necessary for stabilization.
 - 1) Homeless Prevention to: 1) target those closest to becoming homeless and 2) assess wide ranging risk factors to remedy causal characteristics through case management and training.
 - 2) Rapid Re-Housing to: 1) overcome immediate housing obstacles; 2) connect individuals/families with necessary resources; and 3) identify and remedy causal characteristics through case management and training.
 - d) Share of rent and utility costs program participants must pay, if any, while receiving homelessness prevention and rapid re-housing assistance;
 - i) Rental Assistance Rent Share: client to pay up to 30% of Adjusted Gross Income (based upon "ability to pay").
 - ii) Utility Assistance: client may receive assistance of up to 100% of each eligible utility (based upon "ability to pay"), including up to 6 months in arrears. Utilities are restricted to electricity, gas, and water and include security deposits.
 - iii) Considerations will be made with regard to: 1) the presence, or absence, of other resources available in the community, 2) respective challenges associated with the homelessness, and 3) the presence of exorbitant medical expenses.
- e) Program participant rental assistance eligibility and re-assessment guidance:
 - i) To target and reach as many needy individuals and families as possible; rental assistance will be limited to the minimum necessary to stabilize program participants.
 - ii) As self-sufficiency increases, rental assistance will be reduced.
 - iii) Program participants receiving rapid re-housing assistance must be re-evaluated at least every six (6) months or annually for CV funds.
 - iv) Program participants receiving homelessness prevention assistance must be re-evaluated

at least once every 6 months.

Determination of the type, amount, and duration of housing stabilization and/or relocation services to provide 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 receives assistance; or the maximum number of times the program participant may receive assistance.

Except as provided for housing stability case management, no program participant may receive more than 24 months of assistance in a three-year period.

i) Rental Assistance:

- 1) To support as many needy individuals and families as possible, rental assistance are for rents of “reasonable” expense and be limited to a maximum of 3 months for Short Term, and 4 to 18 months for Medium Term. The justification for “reasonable rents” shall be assessed based upon applicable local sub-market rents, but in no circumstance shall it exceed the local area’s Fair Market Rent (FMR) established by HUD, a waiver may be applied until September 30, 2020 during the COVID-19 pandemic, unless extended by HUD.
- 2) Program to pay rent shortfall after client-paid share of up to 30% of Adjusted Gross Income (AGI) for regular funds and 50% for CV funds are met. Based upon “ability to pay”, the Program may provide up to 100% of first month’s start-up costs (including security deposits).
- 3) Maximum rental assistance is not 24 months of assistance.
- 4) Program participants cannot receive more than 24 months of assistance within a three-year period.

ii) Utility Assistance

- 1) Program to pay up to 100% of utility start-up costs, based upon “ability to pay”, (including security deposits) for each eligible utility (electricity, gas, and/or water including up to 6 months in arrears).
- 2) Utility assistance will be limited to a maximum 24 months of assistance in a three-year period.

iii) Motel Vouchers

- 1) Motel vouchers may be used for emergency assistance for up to 30 days if no shelter beds available and rental housing is identified but not immediately available.
- 2) Voucher values are to be “reasonable” and are not to exceed \$85 per night, unless approved by Community Development and Housing CDH.

iv) Housing Relocation and Stabilization Services

- 1) Case management, counseling, and training will be provided for each program participant to extent needed for the duration of program eligibility.

f) Emergency Shelter and Street Outreach

i) Coordination, targeting, and providing essential services related to street outreach:

- 1) Target and reach as many homeless individuals and families as possible; and
- 2) Provide emergency shelter/motel vouchers as needed, while maximizing case management services to provide stable housing to the maximum number of eligible recipients.

- ii) 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:
 - 1) Shelters may use screening policies such as substance abuse, criminal activity to restrict its services and provide a safe environment for all clients. As necessary, restricted clients are to be referred to applicable service providers as listed under 37(b) above.
 - 2) Maximum length of stay may be determined by the policies of individual shelter service providers.
 - 3) Victim service providers protect client-level data by reporting only aggregate data in HMIS.
- iii) Assessing, prioritizing, and re-assessing individual/family needs for essential services related to shelter.
 - 1) Families will be assessed based on imminent need, and reassessed monthly as case management progresses.

EXHIBIT 4 – SERVICE PROVIDER AGENCY GRANT MATCH REQUIREMENTS

Matching contributions for the Emergency Solutions Grant Program must adhere to Matching Requirements set forward in Part 576 Subpart C 576.201. Contributions towards the ESG program must be matched dollar-for-dollar and they must be enacted during the contract period.

Match/Funding Sources:

Local Government:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Fees:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Other:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL:

\$ _____

Certification:

I certify the information above is correct and is in compliance to Part 576, Subpart C 576.201. The ESG program will be matched for the entire contract period and full amount of the agreement. Any Request for Reimbursements submitted will be accompanied with Page 2 of Exhibit 4. Supporting documentation to sustenance the listed funding sources will be submitted to Community Development and Housing before the commencement of this agreement.

Signer Name/Title

Date

EXHIBIT 4 – SERVICE PROVIDER AGENCY GRANT MATCH REQUIREMENTS

Monthly Match Report

This form is to be submitted with each Reimbursement Claim. Substantiating Back-up MUST accompany this Match Report

Match requirements must adhere to the guidelines set forward in Part 576 Subpart C 576.201. Matching contributions may be from other public or private sources or through voluntary efforts provided by any recipient or project sponsor. The match requirements must be consistent with the items list

Match/Funding Sources:

Local Government:

_____ \$ _____
_____ \$ _____

Private²:

_____ \$ _____
_____ \$ _____

Fees:

_____ \$ _____
_____ \$ _____

Other:

_____ \$ _____
_____ \$ _____

TOTAL:

\$ _____

These funds have not been used to match another grant, or a previous ESG grant. In addition, attached you will find the supporting documentation to substantiate the match information for the current month.

Name/ Title

Date

Signature

EXHIBIT 4 – SERVICE PROVIDER AGENCY GRANT MATCH REQUIREMENTS

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Match/Funding Sources:

Local Government:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Fees:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Other:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL:

\$ _____

Certification:

I certify the information above is correct and is in compliance to Part 576, Subpart C 576.201. The ESG program will be matched for the entire contract period and full amount of the agreement. Any Request for Reimbursements submitted will be accompanied with Page 2 of Exhibit 4. Supporting documentation to sustenance the listed funding sources will be submitted to Community Development and Housing before the commencement of this agreement.

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Match/Funding Sources:

Local Government:

_____ \$ _____
_____ \$ _____

Private²:

_____ \$ _____
_____ \$ _____

Fees:

_____ \$ _____
_____ \$ _____

Other:

_____ \$ _____
_____ \$ _____

TOTAL:

\$ _____

These funds have not been used to match another grant, or a previous ESG grant. In addition, attached you will find the supporting documentation to substantiate the match information for the current month.

Name/ Title

Date

Signature

EXHIBIT 5 ESG Income Eligibility Calculation Worksheet

To be eligible for ESG, households must be at or below HUD's income restriction of 50% Area Median Income, as well as meet other program eligibility requirements. This worksheet must be used to determine a household income eligibility. A copy of this worksheet must be kept in the file. **PLEASE ENTER DATA IN THE YELLOW CELLS, THE OTHER CELLS WILL AUTOPOPULATE.**

Household Member	Household Member Name	Age Status				
1	Household Member Name	Adult; 18+ years				
2		Adult; 18+ years				
3		Adult; 18+ years				
4		Minor				
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
Total Household Size		1				
Maximum Income at 50% Area Median Income for Household Size		\$ 27,650.00				
Household Member	Source of Income	Gross Documented Current Income Amount	Frequency of Income	Number of Payments Per Year	Annual Gross Income	Income Docs in File
Household Membr	Earned Income	\$ -	Monthly	12	\$ -	N/A
0	Unemployment and Disability Income	\$ -	Weekly	52	\$ -	N/A
0	Not Applicable; No Income	\$ -	Not Applicable	0	\$ -	N/A
0	Not Applicable; Minor	\$ -	Not Applicable	0	\$ -	N/A
0	Not Applicable; Minor	\$ -	Not Applicable	0	\$ -	N/A
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
Total Gross Household Income from All Sources					\$ -	
Is Household Eligible? (household income meets 50% limit)					Yes	
Is the household seeking Homelessness Prevention (HP) Services?					Yes	
Is the household eligible for Homelessness Prevention (HP) Services?					Yes	

sample
sample
sample
sample
sample

Sample
Sample
Sample
Sample

Exhibit 6 – Housing Status Certification Forms Instructions

The following instructions are to be used when completing Exhibit 6 – Housing Status Certification Forms. Exhibit 6 must be completed for each individual adult client receiving Emergency Solutions Grant (ESG). Each adult client, considered part of the household, must have all documents completed and in the client file.

HOUSING STATUS CERTIFICATION

The Housing Status Certification form identifies the housing status for applicants requesting ESG assistance. Subgrantees are responsible for identifying each applicants housing status and collecting all supporting documentation that supports the housing status identified.

Steps:

1. Enter the clients General Information along with the Case Manager’s information who is working with the client.
2. Identify the Clients Housing Status, client should fall under one of the respective categories. Applicants can fall under one of the following categories:
 - a. Chronically Homeless (if client is chronically homeless, they must be identified as such and third-party documentation must be in the client file substantiating chronicity;
 - b. Category 1 - Literally Homeless;
 - c. Category 2- Imminent Risk of Homeless;
 - d. Category 3 - Homeless under Other Federal Statues; or
 - e. Category 4 - Fleeing/ Attempting to Flee Domestic Violence.

Please note that applicants MUST fall under only one of the identified categories. The category of homeless classification determines the type of services that prospective client may be eligible to receive. For example, a client that is determined to be homeless under Category 1 may only be eligible for Emergency Shelter, Street Outreach and Rapid Re-Housing services. A client that is determined to meet eligibility under Category 2 is only eligible to receive services under Emergency Shelter and Homelessness Prevention.

3. The Housing Status Certification Form must be completed with the ALL requested information along with all the required signatures and dates. Failure to complete the form will result in the form being considered as “INCOMPLETE” and the expenses related to the client denied. If information is requested on the form and is not readily available, please do not leave the form blank, indicate that the information is either not available or not applicable, and indicate why. It is imperative to ensure all dates are completed, dates help determine eligibility. **If dates are not accurately provided on the forms, the services/clients will be deemed ineligible.**
4. If case manager is determining homeless status based upon written observation, the written observation must contain the following details:
 - a. Date
 - b. Place/location of observation

- c. Details leading case manager to determine homeless status.

Below is a sample of the written observation:

The family of 4 has indicated that they have been homeless and living in their vehicle since Wednesday, June 2, 2018. On July 2, 2018, I, Jane Doe (case manager/street outreach worker, etc.), personally observed what appeared to be the family of 4 living in a black, late model vehicle Ford Escort located near 4th and Main Street in the city of Redlands. The family's personal belongings could be observed in the vehicle. The location of the vehicle was parked near a convenience store, I spoke with the convenience store clerk and was able to confirm that the family/vehicle has had a presence in the area for a few weeks and the family appeared to be homeless to the clerk.

RECORDKEEPING REQUIREMENTS

The Recordkeeping Requirement form demonstrates what type of information was collected to support the applicants Housing Status.

Steps:

1. Indicate the type of documentation that was collected in order to identify the client's housing status. Please be sure to collect all supporting documentation and maintain it in the applicants file.
2. Please ensure to keep a log/list of efforts made to obtain third-party documentation before allowing client to self-certify income and/or homeless status.
3. In the event that applicants are unable to provide the required documentation, applicants can complete the "Self- Certification" form and certify their housing status and income verification. **Self-Certification must be the last reasonable attempt towards collecting the required documentation that substantiates a client's housing status and income.**

LACK OF AVAILABLE EMERGENCY SHELTER CERTIFICATION

Motel vouchers are to be used when there is no suitable emergency shelter available. The Lack of Available Emergency Shelter Certification indicates that attempts were made by the servicing agency to place the client in an emergency shelter before a motel voucher was issued. Once form, per household, is required.

Steps:

1. Complete the Lack of Available Emergency Shelter Certification form by providing the information for each shelter contacted in the efforts to place the client(s). There will be instances where a client is not placed in an available. If beds were available and the client was not placed, please provide an explanation as to why the client was not referred to the shelter (i.e. composition of family, age of son, location of shelter and no available transportation for family, etc.).

Verification Tracking of Income

The Verification Tracking of Income is to certify the applicant's income is at or below the income limit threshold established by the Department of Housing and Urban Development (HUD).

Steps:

1. The case manager must record all attempts made to obtain the necessary information to verify the applicant's income. Attempts to collect the information must be done in the following matter:
 - a. Utilize Third-Party Source Information
 - b. Third-Party Written
 - c. Third-Party Oral
 - d. Self-Certification

2. Self-Certification must be the last source of information used by the agency. The agency must make a reasonable attempt towards collecting the applicants information through an external third-party. For the self-certification of income to be accepted, it will be required that agency has documented efforts made to obtain information using other methods, first.

Please note: regardless of how the income information was obtained, if the client receives any income, the Income Calculation Worksheet must be completed for all sources for all adult household members to demonstrate 50% income limits are met at initial intake for homeless prevention and at recertification for homelessness prevention and rapid rehousing.

EMERGENCY SOLUTIONS GRANT (ESG)
HOUSING STATUS/HOMELESS CERTIFICATION FORM
This form must be completed for each adult household member

Service Provider: _____

Service Provider Case Manager: _____

Applicant Name: _____ Intake Date (Date of Entry): _____

Date of Entry into HMIS: _____ HMIS (Client Identification): _____

Check one, please complete a form for each adult household member:

- I am a household size of ____ adults with no dependent children
 I am a household size of ____ adult(s) with ____ dependent children

This is to certify that the above named individual or household is currently homeless based on the following and other indicated information and the signed declaration by the applicant. (See page 4 for recordkeeping requirements)

CHRONICALLY HOMELESS: (If chronically homeless, the General Homeless Certification must also be completed).

- Individual or family:
- (i) Homeless and lives or resides in a place not meant for human habitation, a safe haven or in an emergency shelter;
or
 - (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years;
and
 - (iii) Has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

CATEGORY 1 – Literally Homeless

- Emergency Shelter
 Street Outreach
 Rapid Re-Housing

Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:

- My primary nighttime residence is a public or private place not meant for human habitation;
- I [and my children] are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);
- I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

CATEGORY 2 – Imminent Risk of Homelessness

- Emergency Shelter
 Homelessness Prevention

I am an individual or family at imminent risk of losing my primary nighttime residence homelessness and have all of the following circumstances:

- My residence will be lost within 14 days of the date of this notice; and
 No subsequent residence has been identified; and
 I (and my children) lack the resources or support networks needed to obtain permanent housing

CATEGORY 3 – Homeless under other Federal Statutes

- Emergency Shelter
 Homelessness Prevention

I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but am meet all of the following circumstances:

- I am defined as homeless under another federal statute;
 I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;
 I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
 I expect to continue in such status for an extended period of time due to special needs or barriers defined as follows:

CATEGORY 4 – Fleeing/ Attempting to Flee Domestic Violence

- Emergency Shelter
 Homelessness Prevention
 Street Outreach
 Rapid Re-Housing

- I am an individual or family that is:
- Fleeing , or attempting to flee, domestic violence;
 - Have no other residence; and
 - Lack the resources or support networks to obtain other permanent housing

Applicant must certify the following if true and correct:

- I hereby certify, under penalty of perjury, that no subsequent residence has been identified for me at this time. **(Category 1, Category 2, and Category 4)**
 I hereby certify, under penalty of perjury, the information above and any other information I have provided in applying for ESG assistance under ESG and the ESG-CV CARES Act funding is true and complete.

ESG Applicant Signature: _____ Date: _____

For Official Use Only:

ESG Staff Certification (Complete if Third-Party Documentation is Not Available)

I understand that third-party verification should be provided and is the preferred method of certifying homeless status and verification of income. I understand self-declaration of housing status is only permitted when attempt(s), though unsuccessful have been made obtaining third party verification or confirmation could not be made by observation..

I hereby certify that I have attempted to document and/or obtain the third-party verification reflected on page 3 of this form. The attempted actions were (please provide details of how information was attempted to be verified i.e. calls made, dates, etc.):

ESG Staff Signature: _____ Date: _____

Client Certification

I hereby certify, under penalty of perjury, that the information I have provided on this Housing Status and Homeless Certification Form is true and correct, to the best of my knowledge, and that I do not have any documents or forms in my possession, nor am I able to obtain such documents to verify homelessness, at risk of homelessness, income or other information hereby provided.

Signature _____ Date _____

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.

RECORDKEEPING REQUIREMENTS

ESG Applicant Name: _____

This client meets the HUD definition of At-Risk of Homelessness and is classified in the following category, as documented:

RECORDKEEPING REQUIREMENTS	CATEGORY 1 EMERGENCY SHELTER STREET OUTREACH RAPID RE-HOUSING	Literally Homeless	<input type="checkbox"/> Written observation by the outreach worker; <u>or</u> <input type="checkbox"/> Written referral by another housing or service provider; <u>or</u> <input type="checkbox"/> Certification by individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter <input type="checkbox"/> For individuals exiting an institution-one of the forms of evidence above; <u>and</u> : <input type="checkbox"/> <i>Discharge paperwork <u>or</u> written/oral referral, <u>or</u></i> <input type="checkbox"/> <i>Written record of intake worker's due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution</i>
	CATEGORY 2 EMERGENCY SHELTER HOMELESSNESS PREVENTION	Imminent Risk of Homelessness	<input type="checkbox"/> A letter of delinquency, Three-day Pay or Quit Notice with proper proof of service <input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave <u>or</u> <input type="checkbox"/> For individual and families leaving a motel-evidence that they lack the financial resources to stay; <u>or</u> <input type="checkbox"/> A documented and verified oral statement; <u>and</u> <input type="checkbox"/> <i>Certification that no subsequent residence has been identified; <u>and</u></i> <input type="checkbox"/> <i>Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing</i>
	CATEGORY 3 EMERGENCY SHELTER HOMELESSNESS PREVENTION	Homeless under other Federal statutes	<input type="checkbox"/> 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> <input type="checkbox"/> Certification of no Permanent Housing in last 60 days; <u>and</u> <input type="checkbox"/> 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> <input type="checkbox"/> Documentation of special needs <u>or</u> 2 or more barriers
	CATEGORY 4 EMERGENCY SHELTER STREET OUTREACH RAPID RE-HOUSING HOMELESSNESS PREVENTION	Fleeing/ Attempting to Flee Domestic Violence	For victim service providers: <input type="checkbox"/> An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have not subsequent residence; and they lack resources. Statement must be documented by a self-certification or certification by the intake worker. For non-victim service providers: <input type="checkbox"/> 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> <input type="checkbox"/> Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> <input type="checkbox"/> Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

WRITTEN OBSERVATION OF HOMELESS STATUS

Instructions: This form is to be completed by the servicing agency when third-party documentation verifying homeless status of a client is not readily available. The written observation is to be used as the second method of verifying status and is preferred over self-certification by the client. The client's self-certification is only acceptable when it is absolutely not practical or feasible to obtain a third-party verification or a written observation by the case worker, intake worker, outreach worker, etc. The self-certification may be used when it is the only way the agency is able to verify information related to the ESG program eligibility.

This section MUST provide the date of the observation, place/location of the observation and details leading the case manager to determine homeless or at risk status. See attached Instruction for a sample of the expected language on page 2.

Date: _____

Name of Head of Household: _____

Unit address:

Street Address	Apt. #	City	State	Zip Code
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Telephone Number: (____) _____

E-Mail Address: _____

(Select one of the following)

- Lack of sufficient financial resources and/or support networks and no subsequent residence has been identified;
- Fleeing domestic violence;
- Living on street or in shelter;
- Exiting from institution
- Other (please describe):

ESG Case Manager Name: _____

ESG CM Staff Signature: _____ **Date:** _____

VERIFICATION TRACKING OF INCOME

PLEASE COMPLETE ONE FOR EACH ADULT HOUSEHOLD MEMBER

Head of Household: _____ Date: _____

Type of Intake: Intake/Screening Three-month Certification

Agencies must record all attempts to obtain required verifications in the order specified. Only choose the method used to verify income:

Step 1. Third-Party Source: Were verification documents provided by the client?

- Yes - Please Complete Income Calculation Worksheet* to determine eligibility.
No - Proceed to Third-Party Written (provide explanation). Go to Step 2 if income could not be verified by Step 1 and explanation has been provided.

Step 2. Third-Party Written: Request verification of income from stated income source(s).

Date of request: _____ (Retain copy of request in client file)

- Documents received within 10 business days - complete Income Calculation Worksheet.
Documents not received within 10 business days - Proceed to Third-Party Oral. Go to Step 3 if income could not be verified in Step 2.

Step 3. Third-Party Oral: Intake staff contacts third-party sources identified by the household. Record date, source(s)/person(s) contacted. Please document income information, if provided, or reason(s) for not obtaining information:

Blank lines for documenting information from Step 3.

If sufficient income information is provided, complete Income Calculation Worksheet to determine eligibility; otherwise, proceed to Step 4, Self-Certification.

Step 4. Self-Certification: ONLY use Step 4 to verify income after attempting and documenting attempts made in Steps 1-3.

Source: _____ Amount: _____ Frequency: _____
Source: _____ Amount: _____ Frequency: _____
Source: _____ Amount: _____ Frequency: _____

Total Monthly Income: _____

I certify, under penalty of perjury, that the information I have provided on this form is true and correct, to the best of my knowledge and that I do not have income from any source at this time. This is true and correct to the best of my knowledge.

Client signature: _____ Date: _____

Office Staff Use Only - PLEASE SIGN IF CLIENT IS SELF-CERTIFYING INCOME
I have made one or more attempts to obtain the required income verification and have documented those efforts.
Staff Name/ Title _____ Date _____

ESG Income Limits and Income Eligibility Calculator located on the HUD Exchange: https://www.hudexchange.info/incomecalculator/

EXHIBIT 7 – REIMBURSEMENT CERTIFICATIONS

Please verify, through signature below, the following activities have been completed for the attached claims submitted for the month(s) of _____.

I certify that the following has taken place relative to the reimbursements requested:

- ESG Service Provider Agency's Grant Match Report (Exhibit 4)- NOT APPLICABLE
- ESG Client Reporting Data
- The Request for Reimbursement submitted is for eligible cost listed in Part 576 – Emergency Solutions Grant Program and adheres to all program requirements.
- Client Information has been inputted into HMIS and has been completed for each person receiving Emergency Solutions Grant (ESG). Active Client or Enrollment HMIS Report
 - CES Referral for all Clients
- A Housing Status Certification form (Exhibit 6 Page 1 and 2) and all Record Requirements (Exhibit 6 Page 3) have been completed and placed in the client file.
- A Verification Tracking of Income (Exhibit 5) form and related documentation has been completed and placed in the client's file for each individual/household for whom these claims pertain. In addition, for each individual/household for whom required verifications or other documentation cannot be provided for their respective claims, a Self-Certification Form (Exhibit 6) has been completed, signed by the client, and placed in the client's file.
- For Rapid Re-Housing Rental Assistance, the following has been completed and placed in the client file:
 - 1) Homeless status has been verified;
 - 2) Rent Reasonableness analysis has been completed;
 - 3) Initial HQS inspection has been performed;
 - 4) Fair Market Rent (Exhibit 8) *minus utility costs* has not been exceeded, if so, a waiver has been placed to file; and (If applicable)
 - 5) Lease/Rent Agreement
 - 6) Program Agreement with Client & Landlord
- For Homelessness Prevention Rental Assistance, the following has been completed and placed in the client file:
 - 1) Homeless status has been verified;
 - 2) Rent Reasonableness analysis has been completed;
 - 3) Initial HQS inspection has been performed;
 - 4) Fair Market Rent (Exhibit 8) *minus utility costs* has not been exceeded, if so, a waiver has been placed to file; and
 - 5) Lease/Rent Agreement
 - 6) Program Agreement with Client & Landlord
- If an individual/household is no longer eligible for rental assistance, a written notice containing a clear statement for the reason has been provided.

Authorized Signature _____ Agency Name: _____

Signer's Name & Title: _____ Date: _____

EXHIBIT 8

ESG FAIR MARKET RENT AND RENT REASONABLENESS CERTIFICATION

(Please complete for ESG Applicants receiving Rapid Re-Housing and/or Homelessness Prevention)

Providing rental assistance through the Emergency Solutions Grant (ESG) program, which includes ESG-CV1 and ESG-CV2 funding, requires adherence to both Fair Market Rents (FMRs) and Rent Reasonableness standards to determine whether a specific unit can be assisted with short-or medium-term rental assistance. The ESG program allows short-and medium-term rental assistance to be provided to eligible program participants only when the rent, including utilities (gross rent), for the housing unit:

- Does not exceed the annual Fair Market Rent (FMR) established by HUD for each geographic area, as provided under 24 CFR 888 and 24 CFR 982.503. **PLEASE NOTE: AS AN EXCEPTION MADE AS A RESULT OF THE COVID-19 PANDEMIC, IF THE FMR TEST IS NOT MET, A WAIVER MAY BE PLACED TO FILE. THE WAIVER IS CURRENTLY AVAILABLE UNTIL SEPTEMBER 30, 2020 OR UNTIL EXTENDED BY HUD;** and
- Complies with HUD’s standard of Rent Reasonableness, as established under 24 CFR 982.507.2

Please use this form to ensure the subject unit meets the Fair Market Rent **AND** Rent Reasonable Tests. If a unit does not meet both tests, it is not deemed eligible and ESG funds, in whole or part, may not be used to assist the client for the ineligible unit.

A. Fair Market Rent: Please complete the table below to determine if the Proposed Unit is in compliance with the FMR’s¹ set forward by the Department of Housing and Urban Development (HUD).

Enter the number of bedroom(s) _____

$$\frac{\text{Contract Rent}}{\text{Contract Rent}} + \frac{\text{Utility Allowance}}{\text{Utility Allowance}} = \frac{\text{Proposed Gross Rent}}{\text{Proposed Gross Rent}}$$

Proposed gross rent does does not exceed applicable Fair Market Rent of \$_____ for the unit size. If the gross rent exceeds Fair Market Rent, a waiver is required to be placed on file.

Year	Efficiency (Studio)	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
Final FY 2022 FMR Effective October 1, 2021	\$1,062	\$1,202	\$1,509	\$2,065	\$2,542
Final FY 2021 FMR Effective Until September 30, 2021	\$955	\$1,160	\$1,390	\$1,917	\$2,369

¹https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn

B. Rent Reasonableness: To determine whether the proposed unit is eligible for assistance under the ESG program, the Service Provider must complete a Rent Reasonableness test to evaluate the items listed in the table below (Table 1.2). Rent Reasonableness² is designed to ensure rent being charged for the subject unit is reasonable in relation to rents being charged for comparable units in the same market.

	Subject Unit	Comparable Unit #1	Comparable Unit #2	Comparable Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility (i.e. near bus, transit, freeways, etc.)				
Amenities Site (i.e. pool): Neighborhood (park, etc.):				
Age in Years				
Utilities (type) (i.e. gas, electric)				
Utilities Tenant or Property Paid				
Utility Allowance				
Unit Rent				
Gross Rent (Utility Allowance + Unit Rent)				
Handicap Accessible				

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit is:

reasonable not reasonable

I hereby certify that the FMR and the Rent Reasonableness tests have been conducted and this unit is determined to be: eligible, meeting both tests

not eligible, waiver placed to file

Name:	Signature:	Date:
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² <https://www.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>

EXHIBIT 9

Habitability Standards Checklist for Permanent Housing

(Checklist must be completed for Rapid Re-Housing and Homelessness Prevention activities)

The standards for housing unit inspections under are the limited HQS standards described in 24 CFR 576.403. Inspections must be conducted on units used for Rapid Re-Housing and Homeless Prevention even if only a minimal amount of assistance is provided for rental assistance. The Habitability Standards are different from Housing Quality Standards (HQS) used for other HUD programs. If ESG funds are used for a program participant to remain in or move into a unit, a habitability inspection must be conducted. **PLEASE NOTE: DURING THE COVID-19 PANDEMIC, HABITABILITY INSPECTIONS MAY BE CONDUCTED REMOTELY USING TECHNOLOGICAL MEANS SUCH AS WITH DATE-STAMPED PHOTOGRAPHS AND VIDEOS.**

Property Information

Tenant name: _____	Unit Street Address: _____
City: _____	State: _____ Zip: _____

Landlord Name: _____	Landlord Phone#: _____
Landlord Address: _____	City: _____ State: _____ Zip: _____

Instructions: Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved (A) Deficient (D)	Element
	1. <i>Structure and materials:</i> The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
	2. <i>Space and security:</i> Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.
	3. <i>Interior air quality:</i> Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
	4. <i>Water Supply:</i> The water supply must be free from contamination.
	5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition and are adequate for personal cleanliness and disposal of human waste.
	6. <i>Thermal environment:</i> Housing has adequate heating and/or cooling facilities in proper condition.
	7. <i>Illumination and electricity:</i> The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
	8. <i>Food preparation and refuse disposal:</i> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
	9. <i>Sanitary condition:</i> The housing and any equipment must be maintained in sanitary condition.
	10. <i>Fire safety:</i> A.) There is 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. C.) 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. D.) The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors.
	11. Meets additional recipient/subrecipient standards, if any

Certification Statement

I certify that I have evaluated the property located at the address above using the modified process as permitted during the COVID-19 Pandemic and determine the following:

Property Meets All of the Above Standards Property Does not Meet all of the Above Standard

Therefore, property is: Approved Not Approved

Inspector's Signature

Date

EXHIBIT 10

UNIT TYPE: APARTMENT

ESG Income Limits, Fair Market Rents and Utility Allowance Schedules Riverside-San Bernardino Counties – 50% Area Median Incomes

Note: Rents are effective on the date provided by HUD; however, the tenant(s) must receive a minimum of 30 days written notice prior to adjusting the rents. Rents, Income Limits, and Utility Allowance schedules are updated annually.

ESG PROGRAM INCOME LIMITS – 50% of Area Median Income 1 (ESG-CV funding permits AMI limits up to 50% as opposed to the typical 30%). If annual ESG is used for purposes NOT related to preventing, preparing for, and mitigating the impacts of coronavirus, individual and family income must be below 30% of AMI at intake and at or below 30% of AMI at re-evaluation.

ESG ANNUAL INCOME LIMITS								
Family Size	1	2	3	4	5	6	7	8
2021 – 50% AMI Effective date April 1, 2021	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150
2020 – Effective date April 1, 2020	\$26,400	\$30,150	\$33,900	\$37,650	\$40,700	\$43,700	\$46,700	\$49,700

MAXIMUM FAIR MARKET RENT BY UNIT SIZE AND INCOME LIMIT RESTRICTIONS ²					
Unit Size by No. of Bedrooms	0	1	2	3	4
2022 – Effective date October 1, 2021	\$1,062	\$1,202	\$1,509	\$2,065	\$2,542
2021 – Effective date October 1, 2020	\$955	\$1,106	\$1,390	\$1,917	\$2,369

Example:
Utility Allowance for a 2 bedroom unit may include:
\$27 Heating – Gas
\$36 Air Conditioning - Electric
\$58 Other Electric - Lighting & Refrigeration
\$14 Water Heating
\$135 Total Utility Allowance

Example:
Tenant Paid Utilities
\$1,374 Net Rent paid by tenant
\$ 135 Utility Allowance
\$1,509 Maximum Rent

The monthly rent plus utility allowance cannot exceed Fair Market Rents (FMR) indicated below for the appropriate number of bedrooms.

- 1) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE PROPERTY OWNER:** If the property owner pays the utilities, the maximum allowable rent (including the owner paid utilities) may not exceed the amount indicated below for the appropriate number of bedrooms; or
- 2) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE TENANT(S):** If the some or all of the utilities are paid by the tenant(s), the maximum allowable rent plus utilities based on the "Utility Allowance Schedule" cannot exceed the amounts indicated below for the appropriate number of bedrooms.

1 Source for Incomes: https://www.huduser.gov/portal/datasets/fmr/fmris/FY2021_code/2021summary.pdf

* ESG does not use the ELI measure to establish income limits but instead uses the 30% of Area Median Income (AMI) income limits. Please use the 50 percent AMI tables. If ESG recipients/subrecipients were to use the ELI standard, some applicants for ESG assistance might be falsely determined to be eligible for homelessness prevention assistance, when actually their incomes were over 30 percent AMI. Under the ESG program, income eligibility is based on the HUD income limits in effect at the time of income verification. Income eligibility is not based on HUD income limits that correspond with the grant year under which the ESG funds were awarded.

2 Source for Fair Market Rents (FMR): https://www.huduser.gov/portal/datasets/fmr/fmris/FY2021_code/2021summary.pdf — Calculation for Riverside-San Bernardino-
Ontario, CA MSA (huduser.gov)

3 Source for Utility Allowance Schedule: Housing Authority of the County of San Bernardino
<http://www2.hacsb.com/files/pdf/hcv/hcv-utility-allowances-combined-oct-2019.pdf>

APARTMENTS UTILITY ALLOWANCE SCHEDULE ³ EFFECTIVE 10/01/2021									
Utility or Service	Allowance By Number of Bedrooms				Unit Size				
	0-BR	1-BR	2-BR	3-BR		4-BR			
Heating	Natural Gas	22	25	27	30	33			
	Electric	23	29	38	45	53			
	Bottle Gas	53	61	65	73	80			
Air Conditioning	19	23	36	49	60				
Cooking	Natural Gas	4	4	6	8	10			
	Electric	9	11	16	23	31			
Other Electric	Bottle Gas	10	10	15	19	24			
		35	42	58	74	92			
Water Heating	Natural Gas	8	9	14	18	23			
	Electric	22	25	36	47	58			
Water Service - Domestic Use	Bottle Gas ¹⁹	22	34	44	56	68			
		44	47	61	82	104			
Sewer Service	36	36	36	36	36				
Trash Collection	26	26	26	26	26				
Refrigerator (if supplied by tenant)	5	5	5	5	5				
Stove/Range/Microwave (if supplied by tenant)	4	4	4	4	4				

UNIT TYPE: DETACHED HOMES (SINGLE FAMILY)

ESG Income Limits, Fair Market Rents and Utility Allowance Schedules Riverside-San Bernardino Counties – 50% Area Median Incomes

Note: Rents are effective on the date provided by HUD; however, the tenant(s) must receive a minimum of 30 days written notice prior to adjusting the rents. Rents, Income Limits, and Utility Allowance schedules are updated annually.

ESG PROGRAM INCOME LIMITS – 50% of Area Median Income² (ESG-CV funding permits AMI limits up to 50% as opposed to the typical 30%)

ESG ANNUAL INCOME LIMITS								
Family Size	1	2	3	4	5	6	7	8
2021 – 50% AMI Effective date April 1, 2021	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150
2020 – Effective date April 1, 2020	\$26,400	\$30,150	\$33,900	\$37,650	\$40,700	\$43,700	\$46,700	\$49,700

MAXIMUM FAIR MARKET RENT BY UNIT SIZE AND INCOME LIMIT RESTRICTIONS ²					
Unit Size by No. of Bedrooms	0	1	2	3	4
2022 – Effective date October 1, 2021	\$1,062	\$1,202	\$1,509	\$2,065	\$2,542
2021 – Effective date October 1, 2020	\$955	\$1,106	\$1,390	\$1,917	\$2,369

Example:
Utility Allowance for a 2 bedroom unit may include:
\$38 Heating – Gas
\$49 Air Conditioning - Electric
\$85 Other Electric - Lighting & Refrigeration
\$17 Water Heating
\$189 Total Utility Allowance

Example:
Tenant Paid Utilities
\$1,320 Net Rent paid by tenant
\$.189 Utility Allowance
\$1,509 Maximum Rent

The monthly rent plus utility allowance cannot exceed Fair Market Rents (FMR) indicated below for the appropriate number of bedrooms.

- 1) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE PROPERTY OWNER:** If the property owner pays the utilities, the maximum allowable rent (including the owner paid utilities) may not exceed the amount indicated below for the appropriate number of bedrooms; or
- 2) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE TENANT(S):** If the some or all of the utilities are paid by the tenant(s), the maximum allowable rent plus utilities based on the "Utility Allowance Schedule" cannot exceed the amounts indicated below for the appropriate number of bedrooms.

1 Source for Incomes: https://www.huduser.gov/portal/datasets/fmr/fmrs/fy2021_code/2021summary.odn

* ESG does not use the ELI measure to establish income limits but instead uses the 30% of Area Median Income (AMI) income limits. Please use the 50 percent AMI tables. If ESG recipients/subrecipients were to use the ELI standard, some applicants for ESG assistance might be falsely determined to be eligible for homelessness prevention assistance, when actually their incomes were over 30 percent AMI. Under the ESG program, income eligibility is based on the HUD income limits in effect at the time of income verification. Income eligibility is not based on HUD income limits that correspond with the grant year under which the ESG funds were awarded.

2 Source for Fair Market Rents (FMR): [FY 2022 Fair Market Rent Documentation System — Calculation for Riverside-San Bernardino-Ontario, CA MSA \(huduser.gov\)](https://www2.hacsb.com/files/pdf/hcv/hcv-utility-allowances-combined-oct-2019.pdf)

3 Source for Utility Allowance Schedule: [Housing Authority of the County of San Bernardino](https://www2.hacsb.com/files/pdf/hcv/hcv-utility-allowances-combined-oct-2019.pdf)

DETACHED HOMES (SINGLE FAMILY) UTILITY ALLOWANCE SCHEDULE ³ EFFECTIVE 10/01/2021									
Utility or Service	Unit Size Allowance By Number of Bedrooms								
	0-BR	1-BR	2-BR	3-BR	4-BR				
Heating	Natural Gas	29	34	38	43	47			
	Bottle Gas	70	82	92	104	114			
	Electric	53	62	70	78	87			
Air Conditioning	15	19	49	76	103				
Cooking	Natural Gas	4	4	6	8	10			
	Bottle Gas	10	10	15	19	24			
	Electric	9	11	19	25	33			
Other Electric	52	61	85	114	143				
Water Heating	Natural Gas	10	11	17	23	29			
	Bottle Gas	24	27	41	56	70			
	Electric	27	35	49	64	76			
Water Service - Domestic Use	44	47	61	82	104				
Sewer Service	36	36	36	36	36				
Trash Collection	26	26	26	26	26				
Refrigerator (if supplied by tenant)	5	5	5	5	5				
Stove/Range/Microwave (if supplied by tenant)	4	4	4	4	4				

EXHIBIT 12 – REQUEST FOR REIMBURSEMENT (CLAIM) CHECKLIST

The following supporting documentation must be submitted accompanying the agency's Request for Reimbursement. The Community Development & Housing Department (CDH) reserves the right to request additional documentation as required.

General Grant Requirements

- Signed and approved Request for Reimbursement form.
- Proof receipts/invoices and proof of payment for expenses, not just incurrence of cost
- Completed Exhibit 4 – Match Report (NOT REQUIRED FOR CV FUNDS)
- Completed Exhibit 7 – Claims Certification
- Exhibit 16 & 17 – HMIS Client reports for service period being billed
- Exhibit 6- for All clients served, & CES Referral

If costs are shared by another program or funding source the ESG allocable costs must be clearly identified and documented.

General ESG Eligible Costs

Staff Salaries

- Copy of recent paystub and proof of payment
 - Copy of recent timesheet and activity tracker indicating staff is performing eligible ESG program activity
 - Copy of recent invoice for staff performing eligible ESG program activity
- **New contracts and staff/consultants copy of their job description/contract identifying salary information and job duties with ESG****

Transportation

- Copy of mileage log for service worker's travel using personal vehicle to visit program participants.
- Copy of mileage log for transporting unsheltered people to emergency shelters.
- Receipt copy of public transportation costs for program participant and staff to assist participant
- The cost of renting or leasing a vehicle for the purpose of assisting program participants.
- Purchase or lease agreement copy as well as maintenance cost of vehicle for program participant transportation.

Street Outreach (Essential Services) – 576.101

Engagement

- Copy of receipts for providing meals, blankets, clothing or toiletries
- Copy outreach worker's cell phone bill for ESG services
- Timesheets, payroll reports for staff costs

Transportation (See General ESG Eligible Costs)

Supplies Cost

- Copy of receipt, invoice, bill for expenses and proof of payment for purchase of Personal Protective equipment, volunteer incentives, and vaccine incentive and proof of payment.
- Record of supplies provided to clients, volunteers, program staff.

Emergency Shelter – 576.102

Shelter Operations

- Copy of bills /invoices and proof of payment for operations i.e. minor or routine repairs, food, shelter furnishings, rent, equipment and or cleaning of the shelter building and/ or its supplies.
- Invoice with client's name, room number, duration of stay, cost per day, total cost paid, etc. and proof of payment emergency hotel/ motel voucher expense.

Essential Services

1. Child Care

- Copy of receipts of providing meals and snacks and coordinating developmental/educational activities.

2. Education

- Receipt of training in General Education Development (GED) English as a Second Language (ESL) or any other health, consumer education for client housing placement.

3. Employment assistance/ job or life skills training

- Copy of job training program, employment assistant program or life skills training receipt or stipend.

4. Transportation

- Copy of mileage log for service worker's travel using personal vehicle to visit program participants.
- The cost of leasing or purchasing a vehicle for the purpose of assisting program participants.
- Receipt copy of public transportation costs for program participant and/or staff to assist participant.

Temporary Shelter

- Agreement/Contract outlining the service cost, terms & conditions, dates, and scope of work.
- Copy of Lease/Rental agreement of Temporary Shelter,
- Copy of Invoice/bill/receipt
- Proof of payment (Check Stub, Bank Statement)

Rapid Re-Housing – 576.104

Rental Assistance

- Copy of Lease Agreement
- Copy of Rental Assistance Agreement
- Habitability Certification
- FMR and Rent Reasonableness Certification (If Applicable)
- Copy of invoice from property management/landlord
- Proof of payment to property management/landlord

Financial Assistance

- Copy of invoice/bill reflecting client's information and proof of payment for rental applications fees, security and utility deposit and payments, and/or last month's rent.

Landlord Incentive

- Copy of the rent/lease/bill or documentation identifying the charges for Landlord Incentives (deposit, holding deposit, bonus, etc..),and proof of payment.

Service Costs

- Copy of credit repair invoice/proof of payment for client housing placement.
- Copy of invoice/ proof of payment for legal assistance that may prohibit program participant for accessing or keeping permanent housing.
- Copy of receipt for moving cost such as rental truck or temporary storage fees up to three months.

Supplies Cost

- Copy of receipt, invoice, bill for expenses and proof of payment for purchase of Personal Protective equipment, volunteer incentives, and vaccine incentive and proof of payment.
- Record of supplies provided to clients, volunteers, program staff.

Homeless Prevention – 576.103

Rental Assistance

- Copy of proof at risk of losing housing (i.e. 3-Day Pay or Quit, Eviction Summons, etc.); Notification to vacate the premises (timeframe to vacate must be clearly stated)
- Copy of Lease Agreement
- Copy of Rental Assistance Agreement
- Habitability Certification
- ~~FMR~~ and Rent Reasonableness Certification
- Copy of invoice from property management/landlord
- Proof of payment to property management/landlord

Financial Assistance

- Copy of invoice/bill reflecting client's information and proof of payment for rental applications fees, security and utility deposit and payments, and/or last month's rent.

Landlord Incentive

- Copy of the rent/lease/bill or document identifying the charges for Landlord Incentives (deposit, holding deposit, bonus, etc..) and proof of payment.

Service Costs

- Copy of credit repair invoice/proof of payment for client housing placement.
- Copy of invoice/ proof of payment for legal assistance that may prohibit program participant for accessing or keeping permanent housing.
- Copy of receipt for moving cost such as rental truck or temporary storage fees up to three months.

Supplies Cost

- Copy of receipt, invoice, bill for expenses and proof of payment for purchase of Personal Protective equipment, volunteer incentives, and vaccine incentive.
- Record of supplies provided to clients, volunteers, program staff.

Homeless Management Information System (HMIS) – 576.107

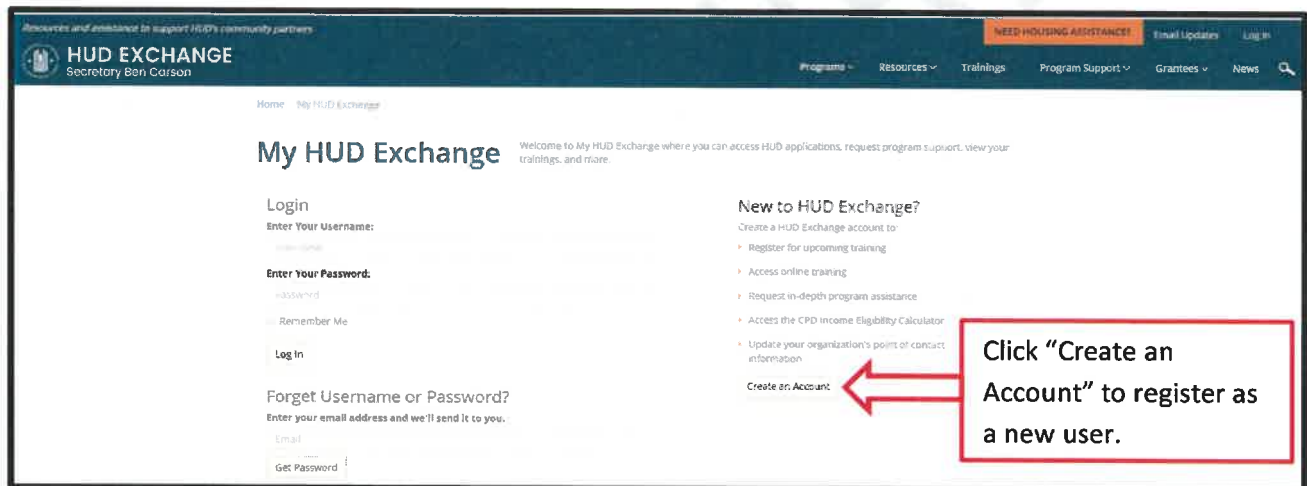
- Copy of invoice/proof of payment for purchasing or leasing computers hardware and software and/or software licensing.
- Copy of invoice/proof of payment for technical support.
- Proof of space rent, copy of lease agreement, bills for utilities associated with the space, proof of payment.
- Copy of timesheet for staff who collects/enters data, conducts assessments/intakes, monitors report and/or review HMIS data.
- Receipt of staff travel for HMIS training.

NOT REQUIRED

EXHIBIT 13 – CPD INCOME ELIGIBILITY CALCULATOR (ESG Annual Income Calculation)

Clients receiving assistance with the Emergency Solutions Grant (ESG) must meet the Income Limit threshold established by the United States Department of Housing & Urban Development (HUD). Subgrantees are recommended to complete the “CPD Income Eligibility Calculator”¹ available in the HUD Exchange Website. The CPD Income Eligibility Calculator can be accessed by registering on the HUD Exchange Website². Once registered the CPD Income Eligibility Calculator shall be available for use.

Creating an Account under the HUD Exchange Website



Accessing the CPD Income Eligibility Calculator

¹ <https://www.hudexchange.info/incomecalculator/>

² <https://www.hudexchange-portal/?display=editProfile&returnURL=https%3A%2F%2Fwww%2Ehudexchange%2Einfo%2Fhudexchange-portal%2F>



CPD Income Eligibility Calculator

Dashboard

[User Manual](#) [Help](#)

Important Note: The calculator is a tool designed to help a user calculate income in accordance with an allowable definition, but it does not *verify* income. The calculator does not replace the documentation that must be collected and retained by the user. The user must maintain all necessary documentation, which, when using the calculator, will include saving and retaining the summary documents generated by the calculator. **The Dashboard feature is designed to allow you to more easily update a beneficiary's income in the future - however it is not a repository for all previous years' income calculations completed in the past. Users must be sure to save and retain summary documents at the time of creation.** Record retention requirements depend upon the CPD program; users should be aware of the length of time records must be kept as well as their own state or local laws related to record retention and privacy.

The FY 2018 income limits are in effect for all programs within the CPD Income Calculator. For the CDBG, HOME, ESG, and HOPWA programs have been calculated based on the de Submission for CPD Programs section of 24 CFR part 91.5. Therefore, the ELI Limit is cal same as the Section 8 ELI Limit for your jurisdiction. The Section 8 Limit is calculated bas Act. (Section 238 on page 128 Stat 635) which defines ELI as very low-income families w median income.

Select the "ESG" Program and click on "Start"

The 30 percent income limits described in Consolidated the area and may not be the 4 Consolidated Appropriations al poverty level or 30% of area

Select a program and start a new calculation Emergency Solutions Grants (ESG)

Start

NOT REQUIRED

EXHIBIT 14

Emergency Solutions Program (ESG) Homeless Participation Certification

Pursuant to 24 CFR 576.56 of the ESG Regulations and Section 21 of your service provider Contract, each local unit of government, Indian Tribe, and non-profit recipient that receives funds under the ESG Program must provide for the participation of homeless individuals on its policy making entity in accordance with 42 U.S.C. 11375(D). Additionally, each State, territory, Indian tribe, and nonprofit recipient that receives funds under the ESG Program must involve homeless individuals and families in providing work or services pertaining to facilities assisted by or activities/services provide through the ESG Program. To ensure compliance, please provide the following information:

Name of Organization _____

Please list the name of the homeless individuals participating on our policymaking body/board of directors:

Name of Participant	Role/Capacity	Dates of Service

Please list the name of the homeless individuals providing work or services pertaining to facilities or activities provided under the ESG Program:

Name of Participant	Role/Capacity	Dates of Service

We certify that we are in adherence of 24 CFR 576.56 and we currently have homeless individuals serving as participating members of our board of directors or other equivalent policymaking entity. As part of the recordkeeping requirement, we have adequately documented their documented their participation (i.e. minutes, sign-in sheets, logs, etc.). We also certify that we involve homeless individuals and families in providing work or services pertaining to facilities or activities under the ESG program.

Authorized Representative

Date

EXHIBIT 15



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

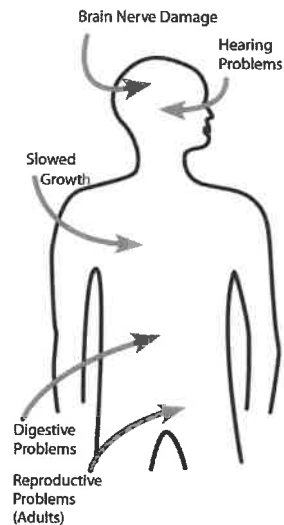
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**Exhibit 16
HMIS Report**



Clients Entering Programs
6/1/2018 to 6/30/2018

Report Criteria:

Organizations: [REDACTED]
 Programs: [REDACTED] ESG HSS State (RR-H)
 Head of Household Only

[REDACTED]			Enrolled	Exited	Total	Clients		
[REDACTED] ESG HSS State (RR-H)			2	0	2	2		
Name	SSN Last 4	Race	Gender	Age	Enroll Date	Exit Date	Days	Enrollment Length
[REDACTED]	XXX-XX- [REDACTED]	Black or African American	Female	21	6/5/2018	7/1/2018	26	26
[REDACTED]	XXX-XX- [REDACTED]	White	Female	37	6/10/2018	8/28/2018	21	21
Program Total		2 still enrolled	0 exited		2 total		2 clients	
Organization Total			2	0	2	2		
Total			2	0	2	2		

EXHIBIT 17

HMIS Data Quality Report Card

Sample Reporting Period 10/1/2017 to 5/31/2018



PROGRAM INFORMATION

Agency Name:

Data Quality and Completeness

Complete and accurate records are required to ensure data quality. Required Data that is missing, incomplete or not collected has a negative impact on the quality of data. The higher a programs' percentage of missing or erroneous data, the less useful the data becomes.

Total Clients Served: 250

Client Demographic Data

Data Element	Client Doesn't Know / Refused	Information Missing	Data Issues	% of Error Rate
Name (3.1)	0	0	0	0.00%
Social Security Number (3.2)	17	2	4	9.20%
Date of Birth (3.3)	0	0	1	0.40%
Race (3.4)	3	0		1.20%
Ethnicity (3.5)	2	0		0.80%
Gender (3.6)	0	0		0.00%

Universal Data

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	2	0.80%
Project Entry Date (3.10)	6	2.40%
Relationship to Head of Household (3.15)	2	0.80%
Client Location (3.16)	2	1.24%
Disabling Condition (3.8)	11	4.40%

Income and Housing Data

Data Element	Error Count	% of Error Rate
Destination (3.12)	0	0.00%
Income and Sources (4.2) at Start	0	0.00%
Income and Sources (4.2) at Annual Assessment	0	0.00%
Income and Sources (4.2) at Exit	0	0.00%

 Fields with values over 5% errors.  Fields with values 5% or less.  Fields with no errors.

Error rate includes data not collected, missing information, client doesn't know and client refused options. A program should have less than a 5% error rate in order to ensure accurate data. Missing intake and exit data needs to be reviewed by staff on a regular basis. Any additional Data received from the client after enrollment, should be entered into the Homeless Management Information System (HMIS) within a timely manner.

HUD Policy: A 95% standard of completeness rate for all funded homeless projects should be established and expected. Programs should work toward ensuring that 95% of all required data elements for each client served are collected and entered correctly into the HMIS.

HMIS Data Quality Report Card

Sample Reporting Period 10/1/2017 to 5/31/2018



PROGRAM INFORMATION

Agency Name:

Data Timeliness

Type	0 days	1-3 days	4-6 days	7-10 days	Over 10 days	Average
Entry Timeliness	22	18	5	0	47	52.89
Exit Timeliness	0	0	0	0	4	71.5

This report calculates the difference between the program entry date specified for the client and the date the client's application was entered into the system. For example, if a client's Program Entry date of "April 4, 2016" was recorded on "April 9, 2016," then the report would calculate a 5 day lag time in recording data. The report groups the number of applications by program and has 5 buckets for the number of days an application has been lagging.

HUD Policy: Data entry should be current within 5 business days of intake, exit, and service provision.

HMIS Users

Below is a list of all HMIS Users currently active within your agency. If any user on this list has left your agency during the last reporting period, then please email the HMIS helpdesk. Users are considered inactive if they have not logged into the system for 30 days or left the agency. If a user is inactive, or if you have additional staff needing HMIS access or training, please contact HMIS.

Agency	Name	Email

EXHIBIT 18

CERTIFICATION REGARDING LOBBYING – EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

(1) 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 the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 OMB Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, 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. 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.

Name of Organization

Certifying Representative of Organization

OMB Standard Form- LLL "Disclosure of Lobbying Activities" and the instructions page for completing the form may be obtained at <https://www.hudexchange.info/resource/308/hud-form-sflll/>

DISCLOSURE OF LOBBYING ACTIVITIES		Approved by OMB 0348-0048
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)		
1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ If known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a statistical representation of fact upon which reliance was placed by the law above which this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the requested disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



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

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

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

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

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



Homeless Definition

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <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) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <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	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES 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
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <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	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <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 <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> • Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI