
**SACRAMENTO RAPID RE-HOUSING
PROGRAM (SACRAMENTO COUNTY)**

**EMERGENCY SOLUTIONS GRANT
Desk Guide**



Revised September 21st, 2022

Table of Contents

INTRODUCTION.....	1
Changes in Laws and Regulations	1
Homeless or Formerly Homeless Participation	1
Federal Entitlement Programs.....	1
State ESG Rapid Re-Housing Program (State ESG)	2
Federal / State Reporting and HMIS Requirements	2
GENERAL INFORMATION	3
PURPOSE AND USE OF DESK GUIDE.....	3
EVIDENCE-BASED PRACTICES FOR SERVICE DELIVERY	3
COORDINATED ENTRY/ASSESSMENT.....	3
RAPID RE-HOUSING PROGRAM DESCRIPTION	4
PREVENTION DESCRIPTION	4
HOUSING FIRST.....	4
PROGRESSIVE ENGAGEMENT.....	4
MOVING PARTICIPANTS TOWARDS INDEPENDENCE.....	5
MATCH REQUIREMENTS	5
Match Reporting	6
WRITTEN NOTICES	7
RELEASE OF INFORMATION	7
CONFIDENTIALITY	8
Personally Identifiable Information	8
CONFIDENTIALLY – YOUTH.....	9
CONFLICTS OF INTEREST (2 CFR Part 200.212 and 24 CFR 576.404).....	11
Gratuities, Kickbacks, and Use of Confidential Information	11
DOMESTIC VIOLENCE PROVIDERS.....	12
TRANSITIONAL HOUSING.....	12
RRH PROGRAM ENTRY FROM TRANSITIONAL HOUSING.....	13

DETERMINATION OF HOMELESS STATUS.....	13
HOMELESS STATUS DOCUMENTATION	13
MAINTAINING HOMELESS STATUS WHILE A RRH PARTICIPANT	13
Point-in-Time Count.....	16
EVALUATION OF PROGRAM PARTICIPANT ELIGIBILITY AND NEEDS	
(§576.401).....	16
PROGRAM ENTRY AND RE-ASSESSMENT/EVALUATIONS	16
Re-Assessment 24 CFR § 576.401(a–c)	17
Determining Re-Assessment Date	17
AREA MEDIAN INCOME.....	18
Circumstances that Necessitate Continued Financial Assistance	18
Additional reference material	19
Connecting Program Participants to Mainstream and Other Resources (§576.400(e)(3)(v))	
.....	20
INCOME CALCULATIONS	20
Gross Annual income.....	20
DOCUMENTING INCOME AND ASSETS.....	21
Income of Partner in Domestic Violence Situations.....	22
Prevention Income at Program Entry and Re-Assessment	22
ANNUALIZING WAGES AND PERIODIC PAYMENTS	22
Examples of acceptable proof of income and assets (third-party verification)	23
Documentation of Ineligibility.....	25
DOCUMENTATION STANDARDS	25
FILE DOCUMENTATION STANDARDS	25
UNIT DOCUMENTATION.....	26
ELIGIBLE ACTIVITIES AND EXPENSES	27
OVERVIEW OF ACTIVITIES AND EXPENSES.....	27
CATEGORIES OF EXPENSES.....	27
Grant Administrative Costs.....	27

Ineligible Administrative Costs	27
Indirect Costs (2 CFR Parts 200.68 and 200.414)	28
Direct Administrative Costs.....	28
HMIS Costs.....	28
Eligible Prevention Related Expenses	29
Move-In Process	29
TYPES OF FINANCIAL ASSISTANCE	29
Discretion to Set Caps and Conditions (§576.106(b))	30
Housing Relocation and Stabilization Services (HRSS)	30
HRSS: Housing Services Costs – 24 CFR Part 576.105	31
Short-term and medium-term rental assistance.....	34
Rental Arrears	34
HUD-VASH.....	35
AMOUNT OF ASSISTANCE.....	36
TERM OF ASSISTANCE	36
ZERO INCOME CLIENTS FINANCIAL ASSISTANCE AMOUNT AND LENGTH OF ASSISTANCE.....	36
SOCIAL SECURITY CARDS	37
VERIFYING NON-FINANCIAL FACTORS; LEGAL IDENTITY.....	37
PROGRAM EXIT.....	38
INELIGIBLE AND PROHIBITED ACTIVITIES.....	39
PROHIBITION ON USE WITH OTHER SUBSIDIES 24 CFR 576.105(d)]	39
Combining ESG Payments from More Than One Source	39
INELIGIBLE COSTS	39
UNIT REQUIREMENTS.....	41
PURPOSE OF INSPECTIONS AND ASSESSMENTS	41
WHAT IS THE ESG FMR REQUIREMENT?.....	41
Fair Market Rent (FMR) requirements for the ESG and CoC Programs differ from each other	42
ESG RENT REASONABLENESS REQUIREMENT.....	43

Determining Rent Reasonableness	44
Documenting Rent Reasonableness.....	44
Staff Roles and Responsibilities	45
Determining Household Unit Size	45
HABITABILITY ASSESSMENT (§576.403).....	46
LEAD BASED PAINT RISK ASSESSMENT	48
LEASE AGREEMENTS/REQUIREMENTS	49
GRANT ADMINISTRATION.....	51
ADMINISTRATIVE REQUIREMENTS	51
CONTRACTOR REIMBURSEMENT PROCESS.....	51
EXPENDITURE OF FUNDS.....	52
RECORD KEEPING AND MONITORING REQUIREMENTS	52
HMIS DATA QUALITY PLAN	52
RECORD KEEPING AND REPORTING	52
MONITORING.....	54
Access to Records	54
SANCTIONS	54
APPEALS AND GRIEVANCES	55
TERMINATION OF HOUSING ASSISTANCE	55
ABSENCE DUE TO MEDICAL REASONS	56
REMOVAL OF HOUSEHOLD MEMBERS	56
Verification of Permanent Absence of Household Member.....	56
REMAINING MEMBER OF RESIDENT FAMILY – RETENTION OF UNIT	57
ABSENCE OF ENTIRE FAMILY/HOUSEHOLD	57
ABSENCE DUE TO INCARCERATION.....	57
MISREPRESENTATION OF HOUSEHOLD CIRCUMSTANCES.....	58

NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS	58
.....	
EQUAL ACCESS TO HOUSING IN HUD PROGRAMS REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY	58
VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (“VAWA 2013”)	58
ELIGIBILITY AND NON-DISCRIMINATION (SECTION 109)	60
CIVIL RIGHTS COVENANT	60
ARCHITECTURAL BARRIERS ACT.....	61
SECTION 504 OF THE REHABILITATION ACT	61
FAIR HOUSING REQUIREMENTS.....	61
FAITH-BASED ORGANIZATIONS.....	62
OTHER FEDERAL REQUIREMENTS	62
HOMELESS DEFINITION §576.2.....	64
CHRONICALLY HOMELESS DEFINITION:	65
OTHER DEFINITIONS.....	66
DEFINITION OF A HOUSEHOLD	74
DEFINITION OF SHARED HOUSING – SEPARATE HOUSEHOLDS/ROOMMATES ...	76
DEFINITION OF MIXED-ELIGIBILITY HOUSEHOLDS	77
Appendix A: Income Documentation Checklist.....	78
Appendix B: Income Inclusions and Exclusions	80
Income Inclusions and Exclusions – 24 CFR 5.609(b) and (c)	81
Appendix C: Homeless Certification Form	86
Appendix D: Fair Market Rent and Maximum Per Household Rent Assistance Amounts	95
Appendix E: Rent Reasonableness Form	105
Appendix F: Habitability Certification.....	109
Appendix G: Lead-Based Paint Risk Assessment Checklist	112
Appendix H: Unit Verification Checklist	116

Appendix I: Housing Stabilization Evaluation, Plan and Budget Templates	119
Appendix J: Staff Certification of ESG RRH Assistance	126
Appendix K: Self-Declaration of No Income, No Assets, Non-Recurring Income Certification and Student Verification	128
APPENDIX L: Subrecipient Monitoring Procedure and Checklists	138
Emergency Solutions Grant Monitoring Checklist: Financial Management Systems.....	146
II. Staff Salaries	147
III. Matching Share	148
Emergency Solutions Grant Monitoring Checklist:.....	150
Procurement Standards	150
Emergency Solutions Grant Rapid Rehousing Participant File Checklist.....	153
APPENDIX M: Household File Standardization	159
APPENDIX N: ESG Short-Term Rental Assistance Agreement.....	163
APPENDIX O: Self-Employment/Independent Contractor Certification....	165
APPENDIX P: Anticipated Income Certification-Program Entry.....	167
APPENDIX Q: VAWA FORMS	169
NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT HUD FORM 5380.....	170
MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD FORM 5381	176
RESOURCES FOR VICTIMS OF CRIME – SACRAMENTO COUNTY	180
ORGANIZATIONS DEDICATED TO HELPING VICTIMS.....	180
City of Sacramento	180
County of Sacramento.....	181
RESOURCES FOR VICTIMS OF CRIME –	

Contents

INTRODUCTION.....	1
Changes in Laws and Regulations	1

Homeless or Formerly Homeless Participation	1
Federal Entitlement Programs.....	1
State ESG Rapid Re-Housing Program (State ESG)	2
Federal / State Reporting and HMIS Requirements	2
GENERAL INFORMATION	3
PURPOSE AND USE OF DESK GUIDE.....	3
EVIDENCE-BASED PRACTICES FOR SERVICE DELIVERY	3
COORDINATED ENTRY/ASSESSMENT.....	3
RAPID RE-HOUSING PROGRAM DESCRIPTION	4
PREVENTION DESCRIPTION	4
HOUSING FIRST.....	4
PROGRESSIVE ENGAGEMENT.....	4
MOVING PARTICIPANTS TOWARDS INDEPENDENCE.....	5
MATCH REQUIREMENTS	5
Match Reporting	6
WRITTEN NOTICES	7
RELEASE OF INFORMATION	7
CONFIDENTIALITY	8
Personally Identifiable Information	8
CONFIDENTIALLY – YOUTH.....	9
CONFLICTS OF INTEREST (2 CFR Part 200.112 and 24 CFR 576.404).....	11
Gratuities, Kickbacks, and Use of Confidential Information	11
DOMESTIC VIOLENCE PROVIDERS.....	12
TRANSITIONAL HOUSING.....	12
RRH PROGRAM ENTRY FROM TRANSITIONAL HOUSING.....	13
DETERMINATION OF HOMELESS STATUS.....	13
HOMELESS STATUS DOCUMENTATION	13
MAINTAINING HOMELESS STATUS WHILE A RRH PARTICIPANT	13

Point-in-Time Count	16
EVALUATION OF PROGRAM PARTICIPANT ELIGIBILITY AND NEEDS (§576.401)	16
PROGRAM ENTRY AND RE-ASSESSMENT/EVALUATIONS	16
Re-Assessment 24 CFR § 576.401(a–c)	17
Determining Re-Assessment Date	17
AREA MEDIAN INCOME.....	18
Circumstances that Necessitate Continued Financial Assistance	18
Additional reference material	19
Connecting Program Participants to Mainstream and Other Resources (§576.400(e)(3)(v))	20
INCOME CALCULATIONS	20
Gross Annual income.....	20
DOCUMENTING INCOME AND ASSETS.....	21
Income of Partner in Domestic Violence Situations.....	22
Prevention Income at Program Entry and Re-Assessment	22
ANNUALIZING WAGES AND PERIODIC PAYMENTS	22
Examples of acceptable proof of income and assets (third-party verification)	23
Documentation of Ineligibility.....	25
DOCUMENTATION STANDARDS	25
FILE DOCUMENTATION STANDARDS	25
UNIT DOCUMENTATION.....	26
ELIGIBLE ACTIVITIES AND EXPENSES	27
OVERVIEW OF ACTIVITIES AND EXPENSES.....	27
CATEGORIES OF EXPENSES.....	27
Grant Administrative Costs.....	27
Ineligible Administrative Costs	27
Indirect Costs (2 CFR Parts 200.68 and 200.414)	28
Direct Administrative Costs.....	28

HMIS Costs.....	28
Eligible Prevention Related Expenses	29
Move-In Process	29
TYPES OF FINANCIAL ASSISTANCE	29
Discretion to Set Caps and Conditions (§576.106(b))	30
Housing Relocation and Stabilization Services (HRSS)	30
HRSS: Housing Services Costs – 24 CFR Part 576.105	31
Short-term and medium-term rental assistance.....	34
Rental Arrears	34
HUD-VASH.....	35
AMOUNT OF ASSISTANCE.....	36
TERM OF ASSISTANCE	36
ZERO INCOME CLIENTS FINANCIAL ASSISTANCE AMOUNT AND LENGTH OF ASSISANCE.....	36
SOCIAL SECURITY CARDS	37
VERIFYING NON-FINANCIAL FACTORS; LEGAL IDENTITY.....	37
PROGRAM EXIT.....	38
INELIGIBLE AND PROHIBITED ACTIVITIES.....	39
PROHIBITION ON USE WITH OTHER SUBSIDIES 24 CFR 576.105(d)]	39
Combining ESG Payments from More Than One Source	39
INELIGIBLE COSTS	39
UNIT REQUIREMENTS.....	41
PURPOSE OF INSPECTIONS AND ASSESSMENTS.....	41
WHAT IS THE ESG FMR REQUIREMENT?	41
Fair Market Rent (FMR) requirements for the ESG and CoC Programs differ from each other	42
ESG RENT REASONABLENESS REQUIREMENT.....	43
Determining Rent Reasonableness	44
Documenting Rent Reasonableness.....	44
Staff Roles and Responsibilities	45

Determining Household Unit Size	45
HABITABILITY ASSESSMENT (§576.403)	46
LEAD BASED PAINT RISK ASSESSMENT	48
LEASE AGREEMENTS/REQUIREMENTS	49
GRANT ADMINISTRATION.....	51
ADMINISTRATIVE REQUIREMENTS	51
CONTRACTOR REIMBURSEMENT PROCESS	51
EXPENDITURE OF FUNDS.....	52
RECORD KEEPING AND MONITORING REQUIREMENTS	52
HMIS DATA QUALITY PLAN	52
RECORD KEEPING AND REPORTING	52
MONITORING.....	54
Access to Records	54
SANCTIONS	54
APPEALS AND GRIEVANCES	55
TERMINATION OF HOUSING ASSISTANCE	55
ABSENCE DUE TO MEDICAL REASONS	56
REMOVAL OF HOUSEHOLD MEMBERS	56
Verification of Permanent Absence of Household Member.....	56
REMAINING MEMBER OF RESIDENT FAMILY – RETENTION OF UNIT	57
ABSENCE OF ENTIRE FAMILY/HOUSEHOLD	57
ABSENCE DUE TO INCARCERATION.....	57
MISREPRESENTATION OF HOUSEHOLD CIRCUMSTANCES.....	58
NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS	58
EQUAL ACCESS TO HOUSING IN HUD PROGRAMS REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY	58

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (“VAWA 2013”)	58
ELIGIBILITY AND NON-DISCRIMINATION (SECTION 109)	60
CIVIL RIGHTS COVENANT	60
ARCHITECTURAL BARRIERS ACT	61
SECTION 504 OF THE REHABILITATION ACT	61
FAIR HOUSING REQUIREMENTS	61
FAITH-BASED ORGANIZATIONS	62
OTHER FEDERAL REQUIREMENTS	62
HOMELESS DEFINITION §576.2	64
CHRONICALLY HOMELESS DEFINITION:	65
OTHER DEFINITIONS	66
DEFINITION OF A HOUSEHOLD	74
DEFINITION OF SHARED HOUSING – SEPARATE HOUSEHOLDS/ROOMMATES	76
DEFINITION OF MIXED-ELIGIBILITY HOUSEHOLDS	77
Appendix A: Income Documentation Checklist	78
Appendix B: Income Inclusions and Exclusions	80
Income Inclusions and Exclusions – 24 CFR 5.609(b) and (c)	81
Appendix C: Homeless Certification Form	86
Appendix D: Fair Market Rent and Maximum Per Household Rent Assistance Amounts	95
Appendix E: Rent Reasonableness Form	105
Appendix F: Habitability Certification	109
Appendix G: Lead-Based Paint Risk Assessment Checklist	112
Appendix H: Unit Verification Checklist	116
Appendix I: Housing Stabilization Evaluation, Plan and Budget Templates	119
Appendix J: Staff Certification of ESG RRH Assistance	126
Appendix K: Self-Declaration of No Income, No Assets, Non-Recurring Income Certification and Student Verification	128

APPENDIX L: Subrecipient Monitoring Procedure and Checklists138

Emergency Solutions Grant Monitoring Checklist: Financial Management Systems..... 146

II. Staff Salaries 147

III. Matching Share 148

Emergency Solutions Grant Monitoring Checklist:..... 150

Procurement Standards 150

Emergency Solutions Grant Rapid Rehousing Participant File Checklist..... 153

APPENDIX M: Household File Standardization159

APPENDIX N: ESG Short-Term Rental Assistance Agreement.....163

APPENDIX O: Self-Employment/Independent Contractor Certification....165

APPENDIX P: Anticipated Income Certification-Program Entry.....167

APPENDIX Q: VAWA FORMS169

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD FORM 5380..... 170

MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD FORM 5381 176

RESOURCES FOR VICTIMS OF CRIME – SACRAMENTO COUNTY 180

ORGANIZATIONS DEDICATED TO HELPING VICTIMS..... 180

City of Sacramento 180

County of Sacramento..... 181

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,
OR STALKING, AND ALTERNATE DOCUMENTATION HUD FORM 5382..... 184

EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD FORM
5383..... 187

COUNTY.....**Error! Bookmark not defined.**

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,
OR STALKING, AND ALTERNATE DOCUMENTATION HUD FORM 5382..... 184

EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD FORM
5383..... 187

INTRODUCTION

The interim rule, published in the Federal Register on December 5, 2011, revised the regulations for the Emergency Shelter Grants program by establishing the regulations for the Emergency Solutions Grants (ESG) program, which replaced the Emergency Shelter Grants program. The change in the program's name, from Emergency Shelter Grants to Emergency Solutions Grants, reflects the change in the program's focus from addressing the needs of homeless people in emergency or transitional shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidated three of the separate homeless assistance programs administered by U. S. Department of Housing and Urban Development (HUD) under the McKinney-Vento Homeless Assistance Act into a single grant program. The HEARTH Act also codifies into law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

24 CFR Part 91, Consolidated Submissions for Community Planning and Development (CPD) Programs, as amended by ESG Interim Rule and the Final Rules for Homeless and Chronic Homeless, explains Consolidated Submissions for Community Planning and Development Programs.

Changes in Laws and Regulations

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with the ESG Provider's contract scope of work, automatically supersede the contract. Notification will be provided in a letter to place in this program's administrative file and to be retained for five-years from close-out.

Homeless or Formerly Homeless Participation

Per 24 CFR Part 405, this requirement is met for the ESG Program by SHRA serving as a member of the Continuum of Care (CoC) Advisory Board where there is at least one member who is homeless or formerly homeless.

Federal Entitlement Programs

The Five-Year Consolidated Plan serves as the framework for a community-wide way to identify housing and community development priorities that align and focus funding from the four CPD formula block grant programs:

- CDBG: Community Development Block Grant Program
- HOME: HOME Investment Partnerships Program

- ESG: Emergency Solutions Grants Program
- HOPWA: Housing Opportunities for Persons with AIDS Program

The Sacramento Housing and Redevelopment Agency (SHRA) administer these federal entitlements on behalf of the City and County of Sacramento which includes the Urban County and the Cities of Folsom, Isleton and Galt. SHRA, as part of the development of the Consolidated Plan, and annual update, consults with Sacramento Steps Forward (SSF), the Continuum of Care Advisory Board (CoC Advisory Board), its various subcommittees, funding partners, and providers regarding the allocation and performance measures of ESG funds. SHRA publicly bid the ESG Rapid Re-Housing (RRH) Program, and the current provider is Volunteers of America (VOA).

VOA is a subrecipient per 2 CFR 200.93 and is required to follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR Part 576 – Emergency Solutions Grant regulations, as amended from time to time.

State ESG Rapid Re-Housing Program (State ESG)

SHRA also serves as the Administrative Entity (AE) for the State Department of Housing and Community Development (Department) State ESG (25 California Code of Regulations, Section 8400 et seq.) and ESG federal funds for Sacramento County and its incorporated cities. Only rapid re-housing services are eligible in these jurisdictions. Prevention services are not eligible.

Shelter, Inc. is a subrecipient per 2 CFR 200.93 and is required to follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR Part 576 – Emergency Solutions Grant regulations, as amended from time to time.

Federal / State Reporting and HMIS Requirements

Provisions at 24 CFR 91.100(d), 91.110(e), 91.220(l)(4)(vi), 91.320(k)(3)(v), 576.107, 576.108, 576.400 and 576.500 requires SHRA, as the federal ESG entitlement and State AE ESG recipient, to describe its CoC consultation that serves its geographic area in the Consolidated Plan and annual Action Plans. In addition, SHRA requires via its ESG contracts with ESG RRH Providers, and MOUs with the CoC Lead Entities, for Participant data to be entered into HMIS, and for HMIS to supply participant demographic data for CoC HUD reporting, the Consolidated Plans, Action Plans and Consolidated Annual Performance Evaluation Reports (CAPERs).

These documents:

- Describe the allocation of ESG funds and annual performance standards and outcomes for activities assisted by ESG funds; and
- Describes policies, and procedures for the administration and operation of Homeless Management Information System (HMIS).

SHRA will communicate to the ESG RRH Providers reporting due dates for the CAPERs and Department reports to allow time for HMIS reports to be generated and corrections made if necessary. SHRA is responsible for submitting data to the Department and HUD.

GENERAL INFORMATION

PURPOSE AND USE OF DESK GUIDE

The guidelines provided in this ESG RRH Desk Guide are intended to be consistent with ESG regulations (§576 and §Section 8400), and other applicable laws, Executive Orders, OMB Circulars, and Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, as amended (U.S. Code: 42 *USC* 11371 *et seq.*), the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), which was enacted on May 20, 2009, amended the McKinney-Vento Act.

In the event of a conflict between the Local Rapid Re-Housing Policy (overarching community policy) and this Desk Guide with HUD regulations, applicable laws, OMB Circulars, or Executive Orders, such regulations, laws, OMB Circulars, or Executive Orders shall control. Guidelines/local policies should not be construed to supersede, rescind, or otherwise amend such laws, Executive Orders, OMB Circulars, and regulations. Grantees and subrecipients are responsible for ensuring compliance with the requirements of the ESG regulations, the contract, and other applicable laws and regulations.

This Desk Guide contains required program and administrative policies and procedures, including local policies contained in the Local Rapid Re-Housing Policy, and is to be used as a reference for all agencies responsible for the administration of ESG RRH. It is the responsibility of ESG RRH implementing agencies to share and disseminate this information to their staff and partner agencies, and to ensure that all persons working on ESG RRH understand and comply with these policies and procedures.

EVIDENCE-BASED PRACTICES FOR SERVICE DELIVERY

COORDINATED ENTRY/ASSESSMENT

ESG providers must participate in Coordinate Entry/Assessment per 24 CFR Part 576.400(d)-Program Requirements: Centralized or Coordinated Assessment. SHRA and the ESG Provider must coordinate/collaborate with the Continuum of Care (CoC) lead to ensure the screening, assessment and referral of program participants are consistent with the written standards required by section 24 CFR Part 576.400(e).

Participants can enter the ESG RRH Program via shelters, or other determined points of entry, and by utilizing the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT), or similar, as part of Coordinated Entry.

Victim service providers are to follow the CoC lead HMIS policies established for individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking. Refer to Domestic Service Providers and Violence Against Women Act sections below for additional information.

RAPID RE-HOUSING PROGRAM DESCRIPTION

ESG RRH Program provides housing relocation and stabilization services (§576.105) and short-and/or medium-term rental assistance (§576.106) for up to nine months (and not to exceed 24-months) in a consecutive 36-month period as necessary to help individuals or families living in shelters, in places not meant for human habitation, and in limited cases from institutional discharge and transitional housing, move as quickly as possible into permanent housing and achieve stability in that housing. Program participation longer than nine months must be approved in writing by SHRA.

PREVENTION DESCRIPTION

Eligible at-risk Bringing Families Home households will be referred by Child Protective Services (CPS), and in very limited instances by SHRA after consultation with the City of Sacramento, County of Sacramento, ESG RRH Provider and Sacramento Steps Forward. CPS will certify the at-risk of homelessness (see [Appendix C](#)). ESG RRH Provider will verify homeless status and notify CPS immediately if the household or individual is not eligible. If referred by SHRA, the Homeless Certificate ([Appendix C](#)) must be completed by referring organization and given to ESG RRH Provider for verification. ESG RRH Provider will verify homeless status and notify referring organization and SHRA immediately if the household or individual is not eligible.

HOUSING FIRST

The ESG RRH Provider is expected to use a Housing First approach, meaning that ESG RRH Provider must not place preconditions or additional eligibility requirements, beyond those established by HUD regulations on program applicants. The Housing First approach begins with an immediate focus on helping individuals and families obtain housing. The ESG RRH Provider must not require participants to engage in supportive service activities or make other rules, such as requiring sobriety, a condition of getting housing. However, ESG RRH Provider may require case management as a condition of receiving rental assistance.

PROGRESSIVE ENGAGEMENT

Progressive Engagement is a nationally recognized best practice in addressing the needs of ESG RRH participants, which provides customized levels of assistance to households and preserves the most extensive interventions for households with the most severe barriers to housing success. In a

Progressive Engagement approach, participant needs are met with the appropriate level of services, starting with the least intensive service and increasing service level as needed; typically three to six months.

For example, the ESG RRH Provider could provide all households enrolled with a basic level of assistance, such as assistance preparing a housing search plan and list of local landlords. Some households will be successful finding housing with that level of assistance, but for those households who demonstrate that they need more assistance and support to find housing, the supportive services must be increased to meet the level of need. The initial assessment of strengths, needs, and barriers to stable housing should inform the initial level of financial assistance and supportive services to be provided by the ESG RRH program. Participants should then be re-assessed throughout the duration of the program enrollment so that housing stability plans and supportive services can be increased or decreased, as appropriate. This approach ensures that the financial and supportive services provided by the ESG RRH Provider are effectively targeted and responsive to the diverse needs of households experiencing homelessness.

MOVING PARTICIPANTS TOWARDS INDEPENDENCE

The overarching goal of supportive services in the ESG RRH program is to lay the groundwork for independence by helping participants make connections with the services and supports needed to prevent the loss of housing again. The ESG RRH Provider will evaluate the household's current resources, problem-solving abilities, and financial life skills, then provide the appropriate amount of assistance to ensure the greatest chance of a successful transition to independence after program exit. When ESG RRH assistance ends, participants should have developed a natural support system, if possible, that will allow them to address obstacles that might later arise with employment, childcare, or transportation. Participants will also need to know how to navigate multiple systems, so case management services and supports should consist of arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability. Rather than simply making referrals to programs, case managers are to walk participants through how to access services on their own and ensure that any issues with access are resolved before exit. This will ensure that participants have the best chance of successfully continuing to engage in the services that they need to maintain housing stability. Some households will stabilize with few or no connections to services, while others will rely on many long-term supports. In order to effectively monitor and coordinate the provision of services, case managers should work closely with other system service providers and with employment program staff in particular. To promote collaboration and prevent services duplication, case plans should be shared whenever possible and releases of information signed to allow communication across programs.

MATCH REQUIREMENTS

As part of the executed contract between SHRA and the ESG RRH Providers, the ESG RRH Providers must match (§576.201) the allocated ESG rapid re-housing funds with an equal amount

of funds received from sources other than this program for rapid re-housing related activities. Matching funds may be obtained from any source, including any Federal source other than the ESG Program, as well as state, local and private sources. However, the ESG RRH Providers must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match ESG funds. Other criteria for matching funds follow:

1. The matching funds must be provided AFTER the date that ESG RRH Providers signs the contract with SHRA.
2. Matching funds used to match a previous ESG grant may not be used to match a subsequent ESG grant. If the matching funds are a new annual allocation than those funds can be used as match.
3. Matching funds that have been or will be counted as satisfying a match requirement of another Federal grant or award may not count as satisfying the match requirement of this program.
4. To count as match, cash distributions must be expended and noncash contributions must be made within the term of the ESG grant agreement.

Eligible Types of Matching Contributions: The matching requirement may be met by one or both of the following:

1. Cash contributions.
2. Non-cash contributions – The value of any real property, equipment, goods or services, as well as the purchase value of any donated building.

Match Reporting

The ESG RRH Providers will be required to provide estimated Match as an attachment to the contract and then actual Match as part of the Consolidated Annual Performance Evaluation Reports (CAPER).

Additional HUD guidance regarding Match:

ESG FAQ (FAQ ID 1365) publish date December 2013

Question: For reporting on numbers of Participants served and kinds of services provided with ESG in the CAPER (Consolidated Annual Performance Evaluation Report), should we include Participants that are served through the match dollars?

Response: Yes. In order to use funds as match for ESG, the matching contributions must meet all requirements that apply to the ESG funds provided by HUD (see 24 CFR 576.201(c)). Therefore, the program participants served with matching funds must be entered into HMIS, and must be reported on the CAPER.

HMIS Requirements

ESG RRH Providers are to follow their CoC HMIS Data Quality Plans, Desk Guides, Manuals, etc. Participant data must be entered into HMIS. Failure to enter Participant data into HMIS is grounds for contract termination. ESG RRH Providers must work with their CoC on ensuring Participant data is correct for reporting purposes. ESG RRH Providers are to follow their CoC guidance on collecting Participant demographics on domestic violence Participants.

WRITTEN NOTICES

Send all notices regarding ESG to:

Sacramento Housing and Redevelopment Agency
Program Manager, Development and Federal Programs Department
801-12th Street
Sacramento, CA 95814

RELEASE OF INFORMATION

All information about the applicant/Participant is confidential. Disclose information only for purpose of determining program eligibility, providing benefits, or investigating possible violation of federal, state and local regulation(s) associated with program delivery. Disclose only appropriate information that is pertinent to the eligibility of the applicant/participant, and exclude those items considered not pertinent to eligibility. Access to information by inappropriate or unauthorized individuals or parties is a violation of the individuals' right to confidentiality. Inappropriate disclosure of information can result in severe penal action and is cause for employee to be terminated from employment. Take care to secure all files so that unauthorized personnel do not have access to them.

ESG RRH Provider are required to have Participants to sign HMIS forms (per CoC policies), an Authorization to Use and Disclose Information form, separate from a Confidentiality Policy form, during the intake process. ESG RRH Providers may develop their own forms and executed forms must be kept in the Participant file.

ESG RRH Providers are to complete the Authorization to use and Disclose Information form in the presence of the Participant to facilitate discussion and case planning, as well as making sure the Participant understands the form before legibly printing their name and signing in blue ink (wet signature). The case manager should also answer any questions the Participant has about the form and explain to the Participant the Participant's right to request limitations on the disclosure of their information. There may be various barriers to Participants understanding of the form. These barriers may include physical or mental disabilities, limited English proficiency or the inability to read. The presence of a barrier to understanding does not necessarily mean that the person is

incapable of giving informed consent. There is no need to obtain witness of a Participant signing the form unless there are other reasons for doing so (for example, Participant request, mental competency issue, etc.). There should be only one individual listed per form. Do not identify a person as being a Participant to any outside organization unless the Participant or the outside organization can provide a Participant-signed Release of Information form.

Do not request unnecessary information about a Participant or more than is needed.

CONFIDENTIALITY

Personally Identifiable Information

ESG RRH Providers shall ensure that all its officers, employees, consultants, agents or elected or appointed official of ESG RRH Providers are aware of and comply with this confidentiality requirement, along with the “Safeguarding Information for the Financial Assistance Programs” regulations as shown at 45 CFR 205.50 (www.ecfr.gov). Confidential records are all applications, records, files, and communications relating to applicants for, and Participants of, services offered by ESG. Electronically collect Participant information for the limited purpose of administering this program in accordance with the rules and regulation of the Continuum of Care lead as administrator of HMIS (data-collection system). SHRA further recommends that employees who will be given access to HMIS: 1) are given a background check, and 2) not be a HMIS Participant.

Information and documentation of households applying for and receiving ESG-funded assistance must be treated with the utmost discretion, to ensure all information is confidential and protected.

As users of HMIS, and recipients of ESG funding, ESG RRH Providers must have in place conflict of interest, significant privacy and security measures that meet data collection and use standards, regulations, and applicable law. Violating confidentiality of Participant records is grounds for termination from employment.

ESG RRH Providers must follow adopted policies and procedures regarding HMIS. SHRA reserves the right to cancel/terminate ESG-funded contracts if the ESG RRH Provider does not comply with HMIS policies.

The following details the security and privacy measures to be followed specific to the collection, maintenance and sharing of data on program participants. These security and privacy measures meet the requirements of HUD but in no way replace other security protocol in place through HMIS or other contracts.

These regulations apply to the storage, use, and sharing of Personally Identifiable Information (PII). PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver’s license number, or identification number. PII may be electronic or on paper.

To ensure the security and privacy of Participant information, all ESG RRH Providers must:

1. Ensure that every staff, volunteer or agent working with program participant data (electronic and/or hard files) has completed any required HMIS use agreements.
2. Copies of HMIS Participant authorization and ESG Tool forms are to be kept by ESG RRH Providers the Participant files.
3. Ensure that the electronic folders in which Participant files are stored are password protected so only authorized ESG RRH Provider staff can access the Participant files.
4. Ensure that Participant level data is not accessed from, worked on, or stored on a personal computer. Providers cannot take Participant files home to complete work after hours.
5. Ensure that, if RRH data is taken outside of the provider's offices (such as on a laptop) it is encrypted.
6. Ensure that computers used for entry into ESG Tool automatically turn on a password protected screen after 10 minutes of inactivity or per providers' Participant confidential protocol.
7. Ensure that all physical files containing participant data are equally protected, and that only staff working directly on the participant's case has access to these files.
8. Ensure that physical and electronic files shall be used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.
9. Ensure that any disposal of paper documentation containing participant data is disposed of through confidential means, such as cross cut shredding and pulverizing.

CONFIDENTIALLY – YOUTH

On October 23, 2015, HUD issued the following and is hereby incorporated into this Desk Guide:

This joint message from HUD and the Department of Health and Human Services (HHS) Family & Youth Services Bureau (FYSB) provides additional guidance to communities working to integrate Runaway Homeless Youth (RHY) grantees into their Homeless Management Information System (HMIS) implementation.

FYSB recently sent a [memorandum](#) to all RHY grantees that addresses data sharing at the local level and the bi-annual transfer of Participant-level RHY data to the national RHY-HMIS system. The memo refers to the RHY regulation that states:

Confidential Information - All information including lists of names, addresses, photographs, and records of evaluation of individuals served by a runaway and homeless youth project shall be confidential and shall not be disclosed or transferred to any individual or to any public or private

agency without written consent of the youth and family. Youth served by a runaway and homeless youth project shall have the right to review their records; to correct a record or file a statement of disagreement; and to be apprised of the individuals who have reviewed their records. Procedures shall be established for the training of project staff in the protection of these rights and for the secure storage of records.” [45 CFR §1351.19(b)(1)] and “*State law protection*. HHS policies regarding confidential information and experimentation and treatment shall not apply if HHS finds that State law is more protective of the rights of runaway or otherwise homeless youth.” [45 CFR §1351.19(b)(4)].

This means that your organization is prohibited from sharing data collected on youth in your HMIS unless you have signed consent. Youth who are age 18 or older (adults) may sign their own consent. For youth under age 18, you may only share their data if you have obtained written parental/guardian consent. HUD and HHS recognize that Continuums of Care (CoCs) and HMIS Leads will have questions including what they should be doing to ensure their policies and procedures reflect the parameters set forth by FYSB and the RHY regulation.

CONFLICTS OF INTEREST (2 CFR Part 200.112 and 24 CFR 576.404)

No employee, officer, Board member, or agent of SHRA or the ESG Provider shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A. An employee, officer, Board member, or agent involved in making the award;
- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- C. His/her partner; or
- D. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

In addition, per §576.404, no person described in paragraph (b)(2) of section §576.404 who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her employment tenure. Violating conflict of interest is grounds for termination from employment.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

DOMESTIC VIOLENCE PROVIDERS

Domestic Violence Providers are required to collect Participant-level data consistent with HMIS data collection requirements, but they must NOT directly enter data into HMIS. To protect Participants, victim services providers must enter required Participant level data into a comparable database that complies with HMIS requirements, but does not share information with HMIS directly. However, victim services providers are still required to aggregate data for ESG RRH program reporting purposes. The confidential policy standards maintained by ESG RRH Providers shall comply with all applicable SHRA, local, state and federal requirements. All records shall be open for review to federal, state, SHRA, auditors and/or examiners in the course of audits and monitoring functions of ESG. Please refer to [2013 Violence Against Women Act](#) for additional information.

TRANSITIONAL HOUSING

In reviewing the response provided to Volunteers of America by OneCPD on July 22, 2015, regarding transitional housing (§576.2), SHRA has revised its restriction on transitional housing. Persons staying in transitional housing may be eligible for ESG RRH assistance in limited circumstances, regardless of the length of time they have been living in the transitional housing program though it is preferred that Participants enter the ESG RRH Program via shelters, or other determined points of entry, and by utilizing the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT), or similar, as part of Coordinated Entry. Program participants who meet the criteria under Category 1 of the homeless definition in §576.2, which includes persons living in transitional housing and persons living in emergency shelter, move to and achieve stability in permanent housing (§576.105(b)(1)).

While it is technically eligible, HUD cautions recipients against using ESG RRH funds as a way of regularly exiting a person from transitional housing to permanent housing. This is because rapid re-housing is a model for helping people move from the streets or shelter to permanent housing – it was not intended for people exiting transitional housing. Additionally, transitional housing providers are supposed to have program designs that successfully exit people and should not be using rapid re-housing – another form of temporary assistance – as a regular part of the program design.

Therefore, SHRA will follow HUD’s recommendation that this is to be done on a case-by-case basis, so that it is not a common practice but is provided only when necessary to prevent the program participant from going back to the streets or emergency shelter. For authorization, the ESG RRH Provider is to contact SHRA in writing (email is acceptable) describing the situation

and for SHRA's Program Manager/Development Department – Federal Programs written approval.

RRH PROGRAM ENTRY FROM TRANSITIONAL HOUSING

Program participants living in transitional housing would need to be assessed for and determined to be eligible for ESG RRH assistance, in accordance with the ESG eligibility and documentation requirements. This includes a requirement that the assistance be necessary to help the program participant move as quickly as possible into permanent housing and achieve stability in that housing. Note that such a household would have to be exited from the transitional housing program in HMIS, and entered into the ESG program in HMIS. The assessment, HMIS Exit and Entry form and ESG RRH Program eligibility documentation, including SHRA's Program Manager/Development Department - Federal Programs written approval, must be kept in the Participant file. Please see below for additional information. Participants must be exited from the transitional housing program and entered into HMIS as a RRH participant per HUD regulations.

DETERMINATION OF HOMELESS STATUS

HOMELESS STATUS DOCUMENTATION

Refer to [Appendix C](#) for the Homeless Certification form used to verify homeless status. This form complies with HUD record keeping requirements¹ and must be kept in the participant file.

The ESG RRH Program follows the clarification received from Sacramento Steps Forward (email dated January 9, 2018): If a household or individual has been verified prior to being referred then it is acceptable for a household or individual to have slept somewhere other than a place not meant for human habitation for less than seven (7) consecutive nights.

MAINTAINING HOMELESS STATUS WHILE A RRH PARTICIPANT

RRH is a model for helping homeless individuals and families obtain and maintain permanent housing, and it can be appropriate to use as a bridge to other permanent housing programs.

Per HUD guidelines (OneCPD FAQ 529 and 530), when the participant enters into a lease, they maintain their homeless status. ESG RRH Program Providers are required to document the program participant continued program eligibility at entry and reassessment; documentation must be maintained in the participant's file. HUD clarification is below.

¹https://www.onecpd.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

It is important to note that although the program participants in RRH are considered homeless for purposes of eligibility for other programs, the housing itself is still considered permanent housing; therefore, these program participants are not considered homeless for counting purpose, and must not be included in the CoC's sheltered point-in-time count. See CPD-15-010 Notice in the following section for additional information.

Question Response for ESG Question ID 66955 - HUD Exchange Ask A Question (November 20, 2015):

Question Subject:

Rapid Re-Housing and Chronic Homeless Status

Question Text:

Could you please clarify if an ESG RRH household retains its chronic homeless status while participating in the program? FAQ 529 states they retain their homeless status for eligibility for other programs. Our assumption is they retrain their chronic homeless status until they exit the program.

Response:

A Participant only maintains chronically homeless status for purposes of eligibility into permanent supportive housing projects if the Participant met the criteria for being defined as chronically homeless prior to entering the rapid re-housing project funded under the ESG Program. If a program participant receiving Rapid Re-Housing Assistance through programs such as the ESG Program was **homeless** upon entering the program, then she would maintain her homeless status for the purpose of eligibility for other permanent housing programs. She would not be considered chronically homeless. Similarly, if a program participant was **chronically homeless** upon entering the ESG program, then she would maintain her chronically homeless status for the purpose of eligibility for other permanent housing programs dedicated to serving the chronically homeless, including programs managed by other providers.

As you correctly note, FAQ 529 addresses the issue of maintaining homeless status. However, there is another FAQ (FAQ 530) that addresses the issue of maintaining chronic homeless status. For your convenience we have copied both FAQs below. These FAQs can also be found online here:

<https://www.hudexchange.info/faqs/529/is-an-individual-or-family-that-is-receiving-rapid-re-housing-assistance/>

https://www.hudexchange.info/faqs/530/is-an-individual-or-family-that-is-receiving-rapid-re-housing-assistance

For further clarification, we have also included the current chronically homeless definition at the end of this response.

FAQ #530 Question: Is an individual or family that is receiving Rapid Re-Housing Assistance considered chronically homeless for purposes of remaining eligible for permanent housing placements dedicated to serving the chronically homeless?

Answer: Yes. Program participants that are receiving Rapid Re-Housing Assistance through programs such as the Emergency Solutions Grants (ESG) Program, the Continuum of Care (CoC) Program, the Supportive Services for Veterans Families (SSVF) Program, or the Veterans Homelessness Prevention Demonstration Program (VHPD) maintain their chronically homeless status for the purpose of eligibility for other permanent housing programs dedicated to serving the chronically homeless, such as HUD-VASH and CoC-funded permanent supportive housing (so long as they meet any other additional eligibility criteria for these programs). Program participants maintain their chronically homeless status during the time period that they are receiving the rapid re-housing assistance. Rapid re-housing is a model for helping homeless individuals and families obtain and maintain permanent housing, and it can be appropriate to use as a bridge to other permanent housing programs.

It is important to note that although the program participants in rapid re-housing are considered chronically homeless for purposes of eligibility for other programs, the housing itself is still considered permanent housing; therefore, these program participants are not considered chronically homeless (or homeless) for counting purposes, and must not be included in the CoC's sheltered point-in-time count.

FAQ #529 Question: Is an individual or family that is receiving Rapid Re-Housing Assistance considered homeless for purposes of remaining eligible for other permanent housing placements?

Yes. Program participants that are receiving Rapid Re-Housing Assistance through programs such as the Emergency Solutions Grants (ESG) Program, the Continuum of Care (CoC) Program, the Supportive Services for Veterans Families (SSVF) Program, or the Veterans Homelessness Prevention Demonstration Program (VHPD) maintain their homeless status for the purpose of eligibility for other permanent housing programs, such as HUD-VASH and CoC-funded permanent supportive housing (so long as they meet any other additional eligibility criteria for these programs). Program participants only maintain their homeless status during the time period that they are receiving the rapid re-housing assistance. Rapid re-housing is a model for helping homeless individuals and families obtain and maintain permanent housing, and it can be appropriate to use as a bridge to other permanent housing programs.

It is important to note that although the program participants in rapid re-housing are considered homeless for purposes of eligibility for other programs, the housing itself is still considered permanent housing; therefore, these program participants are not considered homeless for counting purposes, and must not be included in the CoC's sheltered point-in-time count.

Refer to Definitions for Chronic Homeless definition.

Point-in-Time Count

ESG RRH Provider must follow its Continuum of Care (CoC) lead entity's Point-in-Time (PIT) count policies, and in turn the CoC Lead Entity must follow HUD regulations pertaining to ESG and the PIT.

EVALUATION OF PROGRAM PARTICIPANT ELIGIBILITY AND NEEDS (§576.401)

PROGRAM ENTRY AND RE-ASSESSMENT/EVALUATIONS

ESG RRH Providers are to participate in Coordinated Entry which includes an initial evaluation to determine the eligibility of each individual (including a roommate) or family's and the amount and types of assistance the individual or family needs to regain stability in permanent housing. The term household will be used for an individual, family, etc. Please keep in mind that a roommate may be on the same or separate lease BUT must be evaluated separately at program entry and at re-assessment.

These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e). The ESG RRH Provider is required to collect third-party-income verification at program entry and re-assessment. **Income at entry is only used to determine amount of rental and/or financial assistance and unit type.**

To enter the ESG RRH Program, the household must be literally homeless (Category 1) or literally homeless and Fleeing/Attempting to Flee Violence (Category 4) and living in a place described in Homeless/Chronic Definitions (see Definitions below). Reminder, gross annual income is calculated at program entry only to determine amount of financial assistance and unit type. See Income Calculations below for additional information. ESG RRH Providers must document (third-party verification is the preferred method) Chronic Homeless or Homeless status and form must be kept in the Participant file and status entered into HMIS. As a reminder, a participant retains their Chronic/Homeless status until they are exited from the ESG RRH program to allow the Participant the retention of eligibility for other affordable housing programs.

Three months of rental assistance begins at housing date (executed lease date). See below for re-assessment information. ESG RRH Providers are to use the Program Entry Tool to determine amount and unit size and amount of financial assistance.

Re-Assessment 24 CFR § 576.401(a–c)

- a. ESG RRH Providers must re-evaluate program participant’s household (**as a reminder, each roommate is a program participant and must be re-evaluated separately**) eligibility and the types and amounts of assistance the program participant household needs not less than once every three months.

Updated income documentation, and asset information must be obtained at re-assessment and the Agency Income Calculation (AIC) tabs utilized. Gross Annual Income is used by the Re-Assessment Tool to determine amount of financial assistance and unit type. See Income Calculations and Circumstances that Necessitate Continued Financial Assistance below for additional information. At a minimum, each re-evaluation of eligibility must establish that:

- i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without continued ESG assistance.
- b. Note if the household, or roommate(s), is/are over 30 percent of AMI, the household or roommate(s) no longer qualify and must be exited from the program.
 - c. In limited circumstances a participant can claim “no income.” If no income is claimed, the ESG RRH Provider must document in the client file case notes/chronology or similar why there is no income and how the case manager is working with the Participant on obtaining income. See [Appendix K](#).
 - d. A different color piece of paper (e.g. pink paper) is required between each re-assessment. Documents must be kept in chronological order.

Determining Re-Assessment Date

SHRA requires participants to be reassessed every three months. The ESG RRH Provider counts any payment during a month as a month of services. For example, date housed as 3/15/15 and reassessed 5/8/15 would be three months (March, April, May). All case managers are to complete the reassessment the first week of the 3rd month in order to get it approved and processed before the 15th of the month.

ESG RRH Provider staff must follow and document its agency’s internal control procedures before issuing any financial assistance.

Additional clarification: HUD Program Update Vol. 15-05 (issued April 10, 2015)

The Office of Affordable Housing Programs advised that the 30 percent-of-area-median should be used as the definition of extremely low income persons/families. After consultation among all four formula programs, the federal Community Programs Department (CPD) confirmed that all CPD programs included in the Consolidated Plan [CDBG, ESG, HOPWA and HOME] should be using the HOME Income Limits under which extremely low-income families are identified by the 30 percent income limits as opposed to the Section 8 limits which are adjusted for poverty. SHRA will update this guide and Assessment Tools annually.

AREA MEDIAN INCOME

At re-assessment, all households (individuals or families) served must be at or below 30 percent of Area Median Income (AMI) as published by HUD and adjusted for family size. Please also refer to [Appendix D](#) for additional family sizes, Fair Market Rents (FMRs) and financial assistance amounts.

Sacramento - Household Size								
	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
2022 30 percent AMI	\$ 21,300	\$ 24,350	\$27,400	\$30,400	\$32,850	\$37,190	\$41,910	\$46,630

Area Median Income: \$102,200

Revised: 09.21.2022

SHRA will update these income limits annually, and will modify any other assessment tools and/or procedures to reflect these limits as necessary.

Circumstances that Necessitate Continued Financial Assistance

At the time of re-assessment, the household must be determined to be income eligible by being at or below 30 percent AMI for the income limits applicable at the time of re-assessment, be actively making progress under their stabilization plan and have an extenuating circumstance that necessitates the continuation of financial assistance. Such circumstances include:

- Loss (or reduction) of employment or benefits;
- Change in household composition;
- Significant medical challenge/expense that has limited the household’s ability to attend school, work or seek employment;
- Loss of housing or increase in rent;
- Other extenuating circumstances on a case-by-case basis.

All requests for extension of financial assistance must be made in writing and reviewed and approved in writing by the ESG RRH Provider Director/Supervisor, using the Re-Assessment

Tool, a copy of which must be printed and included in each Participant file. Rent assistance amounts will be re-calculated based on the household size and income at the time of re-assessment. After the second three-month rental assistance period, in very limited circumstances, a household may be eligible for a final three months of assistance, following this same protocol. Assistance past nine months must be approved in writing by SHRA and written approval placed in the Participant file.

Additional reference material below is either further clarification language from HUD's ESG FAQs and provides additional clarification on re-assessments.

If an ESG case manager learns that a program participant's annual income has increased and now exceeds 30 percent of AMI, must the recipient/subrecipient immediately stop providing assistance to the program participant?

Whether a recipient/subrecipient must stop a program participant's ESG assistance upon learning of an increase in income (or other change in household circumstances that may affect eligibility) depends upon whether the information is obtained through a re-evaluation, or through other means (e.g., case management).

If income over AMI is discovered *during* re-evaluation for homelessness prevention and rapid re-housing assistance: Each re-evaluation of eligibility must establish that the program participant has an annual income that does not exceed 30 percent of median family income for the area, as determined by HUD. (§576.401(b)(1)(i)).

Rapid Re-Housing program participants must be re-evaluated not less than once annually and Homelessness Prevention program participants must be re-evaluated not less than once every three months. If the re-evaluation shows that the program participant is no longer eligible for ESG, assistance must be stopped at that time. NOTE: SHRA requires all program participants (Prevention and RRH) to be re-assessed every three months.

If income over AMI is discovered *outside* of the re-evaluation process for homelessness prevention and rapid re-housing assistance: HUD does not require recipients/subrecipients to conduct a re-evaluation outside of the regular re-evaluation process if information becomes available to indicate that a household has (or may have) increased income or a change in household circumstances that affect eligibility for the program. However, the recipient/subrecipient has discretion to institute its own standards and MAY require each program participant receiving Rapid Re-Housing or Homelessness Prevention assistance to provide information about changes in income or other circumstances (e.g., household composition) that affect the program participant's need for assistance. When a program participant notifies a recipient/subrecipient of a relevant change because the notification is REQUIRED, the recipient/subrecipient MUST re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs (see §576.401(b)(2)). If the re-evaluation shows that the program participant is no longer eligible for ESG, assistance must be stopped at that time.

If the recipient/subrecipient has NOT required such a notification, simply receiving information about a change in a program participant's situation outside of the re-evaluation process (e.g., through case management or credit repair activities) has no immediate effect on the program participant's eligibility for ESG, and ESG assistance can continue until the next re-evaluation. At that time, the re-evaluation will determine whether the program participant continues to be eligible for ESG assistance.

SHRA has selected to be more restrictive, and requires ESG RRH Provider to have program participants notify their case manager immediately of any change in income or household composition that affects program eligibility. The ESG RRH Provider is to conduct a re-assessment to determine if the household remains program eligible.

Connecting Program Participants to Mainstream and Other Resources (§576.400(e)(3)(v))

The ESG RRH Provider must assist each program participant, as needed, to obtain:

- a. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
- Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:
 - a. Medicaid (42 CFR chapter IV, subchapter C);
 - b. Supplemental Nutrition Assistance Program (7 CFR parts 271-283);
 - c. Women, Infants and Children (WIC) (7 CFR part 246);
 - d. Federal-State Unemployment Insurance Program (20 CFR parts 601-603, 606, 609, 614-617, 625, 640, 650);
 - e. Social Security Disability Insurance (SSDI) (20 CFR part 404);
 - f. Supplemental Security Income (SSI) (20 CFR part 416);
 - g. Child and Adult Care Food Program (42 U.S.C. 1766(t)) (7 CFR part 226);
 - h. Other assistance available under the programs listed in § 576.400(c).
 - i. City of Sacramento's Pathways to Health and Home (for residents of Sacramento only). Assistance to this program must follow City of Sacramento policies.

INCOME CALCULATIONS

Gross Annual income

When determining the annual income of an individual or family at program entry or at re-assessment, the ESG RRH Provider must use the standard for calculating annual income under [§5.609](#). The ESG RRH Provider must use the AIC tool to determine gross annual income and then transfer the gross annual income to the appropriate Assessment Tool (Program Entry or Re-Assessment). See [Attachment D](#) for FMRs and RRH Rental Assistance Maximum Levels.

Reminder, gross annual income is needed at program entry and at re-assessment to determine the amount of financial assistance and unit type.

Income calculations are modeled after the requirements for the HOME Investment Partnerships program (per HUD Program Update Vol. 15-05 (issued April 10, 2015) and other HUD regulations. ESG RRH Provider is to utilize the AIC developed by SHRA. The AIC has been incorporated into the ESG Program Entry and Re-Assessment Tools. The AIC must be completed and placed in the Participant file at program entry and at re-assessment.

Refer to [Appendix B](#) – Income Inclusions and Exclusions for additional information.

DOCUMENTING INCOME AND ASSETS

ESG RRH Providers may use their own forms to document income and assets per HUD regulations. SHRA reserves the right to review and approve forms.

Refer to [Appendix B](#) – Income Inclusions and Exclusions for additional information.

The HUD protocol for calculating income is as follows: Gross annual income should include the total of all income received by any household member except children under the age of 18. Typically, annual income will be estimated based on recent past income. The rental calculation, however, should be based on the expectation of income to be received over the coming year so if a household's income has recently changed or is anticipated to change this should be taken into consideration. Income should be calculated using the instructions below. Note, a live-in aide's income or assets are NOT included in calculating rent per HUD Occupancy Handbook 4350.3, Chapter 5.

Gross income includes wages, disability benefits, unemployment benefits, social security or other retirement benefits, CalWORKs benefits as well as various other less common income sources. Employment income to be included is the gross income prior to any payroll deductions and including any bonuses, tips, overtime pay or other compensation.

Per HUD Occupancy Handbook 4350.3, Chapter 5, *Adjustments for Prior Overpayment of Benefits*: If an agency is reducing a family's benefits to adjust for a prior overpayment (e.g., social security, SSI, TANF, or unemployment benefits), count the amount that is actually provided after the adjustment.

When determining the annual income of an individual or family, ESG RRH Providers must use the standard for calculating annual income under §5.609 as outlined in §576.401(c). As defined in §5.609, annual income is the anticipated amount to be received from a source outside the family during the 12-month period following admission or reexamination/reassessment. As defined in §5.609, annual income means all amounts, monetary or not, which are anticipated to be received from a source outside the family during the 12-month period following admission or reexamination/reassessment. Therefore, all 'verified' hourly, weekly, bi-weekly, semi-weekly, or

monthly wages, earnings, or benefits must be annualized in order to determine annual income. If an applicant or participant is paid on a weekly basis, then his or her weekly earnings must be multiplied by 52 (weeks in a year) in order to annualize the income. If it can be verified that the individual only works and gets paid for a certain number of weeks per year, that information can and should be considered when annualizing the income.

Income of Partner in Domestic Violence Situations

If a Participant cannot access the family's income or resources without putting him/herself at risk of continued violence, the income and resources should not be included in the initial eligibility evaluation. At re-evaluation, program staff should assess whether there are changes in the program participant's income or other circumstances (e.g., whether the program participant now has access to the family's income and resources) that affect the program participant's need for assistance under ESG.

Prevention Income at Program Entry and Re-Assessment

Prevention is only eligible in Sacramento County. Participants must be pre-approved by SHRA after consultation with its partners. Child Protective Services' Bringing Families Home households are not required to have pre-approval as households.

The following information provides specifics about the ESG income requirements and the correct regulatory information (please see 24 CFR Part 576, rather than 24 CFR Part 5). In order to be eligible for Homelessness Prevention (SHRA Program Manager – Federal Programs must approve in writing before a Participant receives Prevention) assistance, a household must meet HUD's definition of Homeless for prevention services and have an income below 30 percent of median family income for the area, as determined by HUD, at initial evaluation (24 CFR Part 576.103). At reevaluation - which must take place not less than once every three months for homelessness prevention - the participant must have an annual income that does not exceed 30 percent of median family income for the area, as determined by HUD (24 CFR Part 576.401(b)). The income assessment required for receiving Homelessness Prevention assistance applies regardless of whether the household is receiving housing relocation and stabilization assistance, or short- or medium-term rental assistance. In addition there is a second requirement to consider when assessing eligibility for homelessness prevention or re-evaluating eligibility for rapid re-housing: whether the participant lacks sufficient resources and support networks to retain housing without ESG assistance (24 CFR Part 576.401(b)(ii)). If this is the case, program staff is to document and place in Participant file.

ANNUALIZING WAGES AND PERIODIC PAYMENTS

When calculating income based on hourly, weekly, or monthly payment information, add the gross amount earned in each payment period that is documented and divide by the number of payment

periods. This provides an average wage per payment period. Depending on pay periods used by the employer or the schedule of periodic payments, the following calculations convert the average wage into annual income:

- Hourly Wage multiplied by Hours Worked per Week multiplied by 52 weeks
- Weekly Wage multiplied by 52 weeks
- Bi-Weekly (every other week) Wage multiplied by 26 bi-weekly periods
- Semi-Monthly Wage (twice a month) multiplied by 24 semi-monthly periods
- Monthly Wage multiplied by 12 months

The definition of income reflects a household's income at the time they are seeking assistance. Accordingly, documents and information collected to verify income should be recent. Documentation dated within 30 days is acceptable. However, for public assistance benefits, (e.g., SSI, food stamps), a benefits statement received any time within the twelve months prior to the time of application and reflecting current benefits received by a household is allowed. This includes a printout of a participant's benefits record. A copy of a recent bank statement indicating direct deposit is also acceptable. If working, the participant must also supply the most recent two month paystubs of all adult family members.

Further clarification on periodic payment, the ESG RRH Provider will need to determine the likelihood of the participant receiving another similar payment(s) within the next twelve months before deciding whether or not this amount should be included in the calculation of annual income. To make this determination, the ESG RRH Provider would need more information from the participant and the third-party paying for example child support or the agency providing the information (e.g., employer).

If the ESG RRH Provider determines and can appropriately verify that the participant in all likelihood will not receive a similar payment the following year, then the amount **should not** be considered when calculating annual income. On the other hand, if the ESG RRH Provider determines that it is likely that the participant will receive a similar payment and can appropriately verify it, the amount should be included in annual income.

ESG RRH Provider to provide case management to assist household in obtaining income verification within reason. Household may not delay obtaining documentation to lengthen term of assistance doing so is grounds for program termination. If there are extenuating circumstances the ESG RRH Provider management can extend up to three-months; if longer is needed SHRA can be contacted for written authorization to extend services/financial assistance.

Examples of acceptable proof of income and assets (third-party verification)

This is not a complete list of all acceptable documentation types but describes many of the most common sources of income:

- Bank statements – At program entry, a current bank statements (last 30-days) from all adult members of the household. At recertification, a bank statement from the last 90-days is acceptable.
- Public benefits (i.e. CalWORKs, SSI, CAAP, SSDI, Child Support, Veterans benefits, etc.) – Verification letter/statement from a caseworker of the agency indicating the amount of benefits received, and the start date of the benefit. Note that for Shelter Plus Care (S+C) units, the S+C team will use CalWIN and other systems to pull recent income verification. If out of-date benefits income is a barrier to obtaining available housing, applications can be processed with SSI/SSDI income verification that is up to 12 months old.
- Employment wages – Three months of most current consecutive paystubs.
- New employment wages (if a participant recently started a new job and has not received at least one month of paystubs) – Employment verification letter from employer, stating gross wages and hours, overtime pay for this year, or annual salary.
- Seasonal/irregular employment (if a participant is seasonally/irregularly employed) – Most current Federal Income Tax Return Form 1040; or most current three months of paystubs for the employment; or employment verification from employer, which indicates the period of the year that the participant will work as a seasonal employee, or discontinued employment.
- Self-reporting income – For self-declaration income such as recycling, day labor, etc., most current Federal Income Tax Return Form 1040 with 1040 Schedule C and/or Form 8829 *or* self-declaration verification letter from customer/Participant or certified self-affidavit letter [self-certification is done in rare circumstances]. For self-employment (i.e. housekeeping, child care, contract labor), a verification letter from customer/Participant to prove continuing, discontinued, or temporarily discontinued self-employment services.
- Unemployment benefits – Unemployment benefits verification letter from EDD.
- Employment termination letter.
- No income – All adults in the household who currently have no income must complete and sign a Declaration of No Income Form. ESG RRH Provider staff must write a detailed explanation of why the household has no income. See [Appendix K](#) for Self-Certification of No Income.

Note that if a student age 18 and older is receiving financial aid, it is recommended that the provider obtain a current school schedule and school year financial aid letter. Although financial aid (grants, school loans, work-study programs) is not considered income as long as a participant is school, the program operator should obtain financial aid statements for their records.

Income and assets must be verified and documented in the Participant file at time of initial assessment and every three months thereafter until the household has been exited from the

program. Information on the AIC must be supported by the documentation and must correspond with income information input in the AIC(s) and AIC must be placed in Participant file. Participants are to be told that the information they provide is true and will be verified by a third party. They are to be told that if they provide false information they could be subject to the penalties of Federal, State and local law and exited from the program.

Documentation of Ineligibility

ESG RRH Providers must keep records that not only demonstrate the eligibility of the household served, but also the determination of ineligibility for any individual or family refused services. For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination and kept in the Participant file.

DOCUMENTATION STANDARDS

FILE DOCUMENTATION STANDARDS

ESG RRH Providers are responsible to maintain adequate and easily identifiable documentation to determine the eligibility of all households assessed, whether they were provided services or not. The documentation requirements described below ensure that the provider can demonstrate that

- All eligible households were offered RRH services; and
- All households served were eligible for services; and
- All expenses were allowable, reasonable and defensible.

In many cases, there are different levels of documentation allowed; in all cases, the minimum acceptable documentation types, in order of HUD preference are:

1. Written third-party
2. Oral third-party
3. Applicant self-declaration

ESG RRH Providers must make every effort to achieve the highest standard that is reasonable. When using a lower standard of documentation (than written third-party), the ESG RRH Provider must document reasons for using this lower standard of documentation. For example, if securing third-party written verification of income will result in a delay of service that will keep the household living in a place not meant for human habitation, it is reasonable to accept a lower level of verification and then update the file once the third-party documentation is available.

All documentation must be kept in the participant's file. See [Attachment M](#) for Participant file structure.

See below for additional clarification:

Per OneCPD ESG FAQs:

Under the ESG program are we required to keep a record of all Participants that we screened and classified as ineligible? If so should this information be entered into HMIS?

Yes, under the ESG program, you are required to keep a record of all Participants that are screened and classified as ineligible. The ESG recordkeeping and reporting requirements state that for each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination. (See 24 CFR § 576.500(d)).

With regard to entering data into an HMIS, the ESG regulation does not require that data about individuals or families determined to be ineligible be entered into an HMIS. (See 24 CFR § 576.400(f)). However, recipients/subrecipients MAY use an HMIS to retain this information if they wish to do so. In addition, HUD provides recipients with considerable discretion in designing their local program requirements. So a recipient may require its subrecipients to report on these individuals or families in an HMIS, and this should be tracked under either outreach/engagement or case management. Note that if individuals or families who are determined ineligible are reported in an HMIS, it is important that they NOT be included when reporting to HUD on persons assisted with ESG funds.

UNIT DOCUMENTATION

Appendix H is a Unit Verification Checklist that must be completed and included in each participant's household's file. Prior to providing any RRH financial assistance (except rental application and deposit assistance), the ESG RRH Provider must either complete or document that the following unit verifications are "not applicable":

- The unit is not owned by the ESG RRH Provider, or, if it is, the contract rent is comparable to the most recent three years of rent collected. Note: The unit cannot be owned by an ESG RRH Provider employee, or employee friend, family-member² or associate without the ESG RRH Provider's and SHRA written authorization. Housing a participant in such a unit is grounds for termination from employment.
- The RRH household and landlord have a written and signed lease naming all adults in the household.
- The rent is at or below HUD published FMR and rent reasonable.
- The unit has passed habitability standards.
- The unit has passed or is exempt from lead-based paint requirements.

² Members of the immediate family include spouses, parents, brothers, sisters, sons and/or daughters. Members of the extended family include grandparents, aunts, uncles, cousins, nephews, nieces, and/or siblings-in-law.

ELIGIBLE ACTIVITIES AND EXPENSES

OVERVIEW OF ACTIVITIES AND EXPENSES

ESG RRH assistance is designed to provide only the assistance needed to stabilize households in permanent housing. ESG RRH is not intended to address all of the financial and service needs of the household that impact their housing stability. There is no set amount of assistance by household, the amount of assistance is based on the minimum amounts needed to stably house the household and prevent them from returning to homelessness in the near-term.

CATEGORIES OF EXPENSES

Grant Administrative Costs

Grant administration costs are costs directly related to carrying out the ESG activity; and can include such things as: general management, oversight and coordination; staff costs associated with administration of the ESG program; goods and services costs related to ESG program administration; ESG training; and, costs of preparing an ESG environmental review. Only SHRA as the administrator the State and Entitlement ESG funds may receive grant administration funding.

Eligible administrative costs include:

- Accounting for the use of grant funds (issuing administrative salary and direct cost checks, etc.);
- Preparing reports for submission;
- Staff salaries associated with these administrative costs;
- Training for staff who will administer the program.
- Travel costs for reasonable professional ESG RRH development of the employee, including commercial airfare at coach rate or equivalent (non-commercial air travel is not allowable); transportation, lodging, subsistence, and related items for employees on official ESG RRH business. All charges must be reasonable and not exceed normally allowed costs.

Ineligible Administrative Costs

- Costs not related to the necessary and reasonable administration of the program (e.g., personal space heaters/fans, floor rugs, decorations, staff entertainment, including tickets to shows or sports events, meals, alcohol, gratuities);
- Defense and prosecution of criminal and civil proceedings and claims
- Fund raising;
- Lobbying;
- Costs such as staff salaries, conducting housing inspections, and other operating costs should be included under one of the three other eligible activity categories.

Indirect Costs (2 CFR Parts 200.68 and 200.414)

Federal Entitlement ESG Funding

SHRA will accept a federally recognized indirect cost rate between a subrecipient and the Federal government or, if no such rate exists, either negotiate a rate between SHRA and ESG RRH Provider or establish a de minimis indirect cost rate of 10 percent. If the ESG RRH Provider is a non-federal entity and has never received a negotiated indirect cost rate, it may elect to charge a de minimis rate of 10 percent of modified total direct costs as defined in §200.68, which may be used indefinitely (§200.414(f)).

Exceptions for some non-federal entities are listed in Appendix VII of HUD Notice SD-2015-01, paragraph (d)(1)(B). It is the responsibility of the ESG RRH Provider to fully comply with 2 CFR Part 200.

Indirect costs do not need to be directly related to carrying out the ESG eligible activity. Types of indirect costs nonprofits can pay for within their indirect cost allocation include: operating and maintenance costs; equipment; interest; and general program administration.

Documentation supporting the expenses claimed under the indirect cost allocation must be kept on file for a minimum of five years after the end of the ESG grant.

Direct Administrative Costs

- Accounting for the use of grant funds (issuing administrative salary and direct cost checks, etc.);
- Preparing reports for submission;
- Staff salaries associated with implementing the ESG RRH program;
- Training for staff who will serve program participants, as long as the training is directly related to learning about RRH. The ESG RRH Provider must follow its adopted training and out-of-town travel policy(ies). If the Provider does not have an adopted policy then SHRA's will take precedence.
- Travel costs for reasonable professional ESG RRH development of the employee, including commercial airfare at coach rate or equivalent (non-commercial air travel is not allowable); transportation, lodging, subsistence, and related items for employees on official ESG RRH business. All charges must be reasonable and not exceed normally allowed costs.

HMIS Costs

The ESG RRH Provider can be reimbursed for reasonable costs associated with operating an HMIS for purposes of collecting and reporting data under RRH are eligible, including:

- Hardware costs;
- Software costs (e.g. user licenses, annual support)
- HMIS training

The ESG RRH Providers must comply if asked to participate in any HUD-sponsored research and/or evaluation of RRH.

Any costs related to HMIS must be approved by SHRA before undertaken and record of related expenses must be kept on file with ESG RRH Provider's Finance Department.

Eligible Prevention Related Expenses

The costs allowed for prevention (SHRA must approve in writing) is only allowable in Sacramento County. Prevention services are the same as RRH: housing relocation and stabilization services and short-term and medium-term rental assistance. Since the activities for both components are the same, it is the participant's eligibility conditions that distinguish them. To be eligible for prevention services the household's income must be at or below of the applicable jurisdiction's 30 percent area median income (30% AMI) at program entry.

In no circumstances are participants to give the ESG RRH Provider cash, or blank check or money orders. In addition, ESG RRH Providers are not to give rental or financial assistance directly to the Participant but to third-party (e.g., landlord, utility company).

Move-In Process

The ESG RRH Provider should follow the process outlined below before the household moves into the unit/home.

Participants cannot move in "early" without ESG RRH Provider staff being there to hand over deposit/rent check and to help facilitate the move-in process. If the landlord allows the household to move-in early without collecting ESG RRH Provider payment first, the Participant has "housed themselves" and therefore no longer eligible for the RRH Program as the program serves "homeless individuals and families". If a household houses themselves, they are no longer homeless and therefore are no longer eligible for the program. ESG RRH Provider staff must make this very clear to landlords and Participants alike.

TYPES OF FINANCIAL ASSISTANCE

The program may provide participating households with up to nine months of assistance (and in limited circumstances up to 24-months with SHRA written authorization). All participating households may initially receive three months of assistance, though in some circumstances one-time assistance may all be that the household requires-lightest touch (e.g., first/last months' rent, security deposit, rental application fees, utility deposit or utility arrears, moving costs-note payment of temporary storage fees in arrears is not an eligible expense).

After the first three months, if the household has continuing needs as documented by the ESG RRH Case Manager, the ESG RRH Program Manager/Director must sign in blue ink (wet signature) a waiver. This waiver is to be kept in the Participant file.

After six months, the participating household may receive an additional three months of assistance (3 months initial assistance + first 3 months waiver + second 3 month waiver = nine months of assistance) if approved by the ESG RRH Program Manager/Director. The second waiver must sign by the ESG RRH Program Manager/Director in blue ink (wet signature) and the waiver kept in the Participant file.

Under extraordinary circumstances with written authorization from the SHRA Program Manager, Development and Federal Programs, and a signed waiver by the ESG RRH Program Manager/Director/Supervisor, the Participant household may receive additional assistance as determined and documented by the ESG RRH Program Manager/Director/Supervisor.

Reminder, each waiver must be kept in the participant's file. If a household needs assistance over nine months, (not to exceed 24-months by statute), **SHRA must approve the extension in writing and the written authorization must be kept in the participant's file.**

Note: Housing Specialists will assist Participants in locating affordable housing. It is the Participants responsibility to visit the housing referrals and complete rental applications.

Discretion to Set Caps and Conditions (§576.106(b))

Rental arrears is not eligible though SHRA reserves the right to allow rental arrears payment after consultation with its partners. ESG RRH Provider to submit in writing an explanation of the circumstances and third-party verification (e.g., landlord/property manager rent ledger, eviction letter, three-months of current bank statements, income verification, etc.).

Housing Relocation and Stabilization Services (HRSS)

HRSS - Financial Assistance Costs – 24 CFR Part 576.105(a)

Housing Stabilization and Relocation: Financial Assistance³. **Rent Reasonableness and FMRs do not apply when a Participant receives only financial assistance or services listed below.**
(Citation HUD Guidance/June 2013).

- (1) *Rental application fees*: Rental housing application fee that is charged by the owner to all applicants.

- (2) *Security deposits*: Equal to no more than two months' rent.

³ Eligible housing relocation and stabilization services are detailed in "Emergency Solutions Grant Program." Federal Register 76:233 (December 5, 2011) p. 75979; Subpart A §576.105.

- (3) *Last month's rent.* If necessary to obtain housing for a program participant, the last month's rent may be paid to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed nine months (and in limited circumstances up to 24-months of rental assistance) during any 3-year period.
- (4) *Utility deposits:* Standard utility deposit required by the utility company for all customers for the utilities listed below under utility payments.
- (5) *Utility payments:* Up to nine months of utility payments per program participant, per service, including up to six months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. Payment of utility arrears is available to any household if necessary to re-establish service in the household's name. No program participant shall receive more than nine months (and in limited circumstances up to 24-months) of utility assistance within any 3 year period. If utility payment assistance is needed longer than nine months, SHRA's Program Manager must approve in writing.
- (6) *Moving costs:* ESG funds may pay for moving costs, such as a truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to three months, provided that the fees are accrued after the date the program participant begins receiving assistance and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

If a program participant receiving short- or medium-term rental assistance under §576.106 meets the conditions for an emergency transfer under the VAWA Act (§5.2005 (e)), ESG funds may be used to pay amounts owed for breaking a lease to effect an emergency transfer. These costs are not subject to the 24-month limit on rental assistance under §576.106.

HRSS: Housing Services Costs – 24 CFR Part 576.105

30-Day Cap Clarified October 2017 (dark blue font)

30-Day Cap – Housing Service Activities include:

- Assessing the household for ESG eligibility
- Coordinated Entry process

- Assisting households in locating documents needed to secure housing, securing or coordinating services to obtain Federal, State or Local benefits.

Housing Search and Placement Activities Not Under 30-Day Cap:

Housing search and placement – Assisting a household to locate housing does not fall under the 30-day cap of housing stability case management. Services or activities necessary to assist program participants in locating, obtaining and retaining suitable permanent housing, include the following:

- a) Assessment of housing barriers, needs and preferences;
- b) Development of an action plan for locating housing;
- c) Housing search;
- d) Outreach to and negotiation with owners;
- e) Assistance with submitting rental applications and understanding leases;
- f) Assessment of housing for compliance with ESG requirements for habitability, lead-based paint (RRH only), and rent reasonableness;
- g) Assistance with obtaining utilities and making moving arrangements; and
- h) Tenant counseling.

Housing stability case management 24 CFR Part 576.105(b)(2) - ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. These housing stability services **are not** included in the 30-day limit:

- a) Counseling;
- b) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- c) Monitoring and evaluating the program participant progress;
- d) Providing information or referrals to other providers;
- e) Developing an individualized housing and service plan, including a path to permanent housing stability; and
- f) Conducting re-evaluations/re-assessments.

While providing homelessness prevention or rapid re-housing assistance to a program participant, the ESG RRH Provider must:

- Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
- Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance

for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.

Before providing services to any individual or household, ESG RRH Provider must ensure that the potential participants are assessed at initial assessment to establish the amount and types of assistance needed to obtain housing, and to establish the amount and types of assistance needed for retaining housing.

Mediation – 24 CFR Part 576.105(b)(3)

The costs of mediation between the program participant and the owner/property manager or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside, including:

- Time and/or services associated with mediation activities

Legal Services – 24 CFR Part 576.105(b)(4)

The costs of legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing, including:

- Hourly fees for legal advice and representation
- Fees based on the actual service performed (i.e., fee for service), but only if the cost would be less than the cost of hourly fees
- Participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
- Filing fees and other necessary court costs

The costs of providing services necessary to resolve a legal problem that prevents a participant from obtaining or maintaining permanent housing including legal representation and advice for the following matters:

- Landlord/tenant matters
- Child support
- Guardianship
- Paternity
- Emancipation
- Legal separation
- Resolution of outstanding criminal warrants
- Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
- Appeal of veterans and public benefit claim denials

Credit Repair – 24 CFR Part 576.105(b)(5)

The costs of services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal report problems, including:

- Credit Counseling
- Other services necessary to assist programs participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems.

Short-term and medium-term rental assistance - 24 CFR Part 576.106

The ESG program Interim Rule allows short- and medium-term rental assistance to be provided to eligible program participants only when the rent, including utilities (gross rent⁴), for the housing unit:

1. Does not exceed the Fair Market Rent (FMR) established by HUD for each geographic area, as provided under 24 CFR 888 and 24 CFR 982.503; and
2. Complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.⁵

Financial assistance includes costs associated with providing rent payments in permanent housing and with stabilization activities associated with finding, securing, and maintaining permanent housing. RRH assistance payments cannot be made on behalf of eligible individuals or households for the same period of time and for the same cost types provided through another federal, state, or local program.

Rental Arrears

Updated August 2, 2018: Rental arrears (one-time payment for up to 6 months of rent in arrears) is not an eligible activity in Sacramento County though SHRA reserves the right to grant exceptions. (SHRA can establish caps §576.103(b)).

If SHRA grants an exception, the following applies (August 2, 2018): Excerpt from October 2017 HUD Exchange: The rent restrictions discussed in the ESG Interim Rule at 24 CFR 576.106(d) do not apply to rental arrears assistance. Therefore, ESG funds may be used to pay rental arrears regardless of whether the unit's rent meets the rent reasonableness and FMR standards. As noted below, ESG funds must never be used to pay for rental assistance in a unit with rent above either the rent reasonableness or FMR standards.

Because the goal of the ESG program is to help program participants achieve stability in permanent housing, it would not be advisable to assist the household with arrears in order to stay in a unit

⁴ Gross rent is the sum of the rent paid to the owner plus, if the tenant pays separately for utilities, the monthly allowance for utilities established by the public housing authority for the area in which the housing is located. For purposes of calculating the FMR, utilities include electricity, gas, water and sewer, and trash removal services but not cable or satellite television service, or internet service. If the owner pays for all utilities, then gross rent equals the rent paid to the owner.

⁵ The rent must be reasonable when compared to other units of similar location, type, size, and amenities within the community.

with rent that the household will not be able to sustain. For example, if the program participant is eligible for ESG homelessness prevention assistance, the ESG RRH Provider could make a one-time payment of rental arrears on the unaffordable unit and then provide housing relocation and stabilization services and rental assistance to help the individual or family move into other permanent housing that complies with ESG program requirements (see 24 CFR 576.103).

As a reminder, in order to provide **any** type of ESG assistance, the household must meet the ESG eligibility criteria and this must be documented in accordance with the standards set forth in section 576.500 of the ESG Interim Rule. The costs of rental arrears assistance are only eligible to the extent that the assistance is necessary to help the program participant regain stability in his/her current permanent housing or move into other permanent housing and achieve stability in that housing. This means that ESG funds should be used to pay for rental arrears **ONLY** if failing to pay arrears would result in the program participant moving into or remaining in an emergency shelter or place not meant for human habitation.

Also note that a lease and a rental assistance agreement are required even when providing arrears-only assistance because rental arrears are considered rental assistance. Per section 576.500(h), the ESG RRH Provider records must include copies of all lease and rental assistance agreements, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants. There are some special considerations for rental arrears, which are described below:

- **Rental assistance agreements:** The rental assistance agreement in this case may be fairly simple, but it must comply with documentation requirements at 24 CFR 576.500(h). For payments of rental arrears, the agreement is to provide the amount paid by the ESG RRH Provider, include the number of months of arrears paid, and any other terms and conditions of payment. The agreement is to reflect the evidence/documentation used to justify that the arrears are an eligible payment. SHRA requires a rental assistance agreement to be signed by the ESG RRH provider, owner/landlord and the participant. A copy of the executed rental assistance agreement is to be placed in the program participant's file.
- **Leases:** When the assistance is solely for arrears, an oral lease agreement may be accepted in place of a written lease, if the agreement gives (or would have given) the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner/landlord financial records, rent ledgers, or canceled checks. SHRA requires copies of financial records, rent ledgers, or canceled checks to be placed in the program participant file.

HUD-VASH

Per OneCPD ESG FAQs:

Can ESG be used in combination with HUD-VASH?

ESG funds may be used to provide security deposits to help veterans move into units receiving HUD-VASH rental assistance, as long as the security deposit is not being paid for with another source of funds. ESG may not be used to provide rental assistance during the same period of time that HUD-VASH is providing rental assistance for the same participant. (See §576.106).

AMOUNT OF ASSISTANCE

The amount of assistance provided to each household is based on the minimum needed for the household to obtain and sustain housing (§576.106). The maximum monthly rent assistance payment is aligned with the household size, composition and income levels. These maximum limits are detailed in [Appendix D](#) and have been programmed into the Assessment Tool. SHRA will review and adjust these limits, as needed. Regardless of the amount that the household is eligible to receive, in all cases, the household should be encouraged to find the most cost efficient housing solution possible, to ensure that the household can sustain the housing payment when RRH assistance ends.

For example, a household may choose a smaller unit than they are eligible for, in anticipation of taking the lease over fully after RRH. Unlike some other traditional affordable housing programs, RRH is dependent on the household's tenacity and resourcefulness, and recognizes that while not ideal, paying more than 30 percent of the household's income toward housing and/or doubling up (e.g., roommates) may be necessary to retain housing and not return to homelessness.

ESG RRH Provider staff is to utilize the ESG RRH Assessment Tool to determine amount of assistance. Upon completion of the form, it is to be printed out and placed in the participant's file. The Tool is also to be utilized at re-assessment and placed in the participant's file.

TERM OF ASSISTANCE

All households assisted under RRH will be assessed and provided assistance based on the particular family's need and resources. **In no case shall any household receive more than nine months of financial assistance, and in limited circumstances up to 24-months, of assistance under RRH in a consecutive 36 month period by statute (§576.102).** SHRA must approve in writing assistance longer than nine months and not to exceed 24-months.

ZERO INCOME CLIENTS FINANCIAL ASSISTANCE AMOUNT AND LENGTH OF ASSISTANCE

Zero Income Status Households claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. There will be a review of income every 90 days. Re-assessments will be processed for any change in income. After 120 days of zero reported income, if there is no change in income, the ESG RRH Provider may run a credit report.

Households with zero income are eligible to receive ESG rental assistance up to the FMR amount for the qualifying bedroom size (AIC Tool must be utilized and kept in client file). The ESG RRH

Provider must have the client sign the temporary rental assistance form, meet with the Case Manager, and increase their income so they can maintain their housing upon program completion. If the client does not meet with the Case Manager or does not increase their income, the household will be exited from the program. The household is to be re-assessed every three months and receive assistance up to nine months if the household is meeting the housing stabilization goals (e.g., SSI, job training, employment, etc.), and the household income is under 30% AMI. Over nine months of assistance requires SHRA's written authorization, and in no case may a household receive assistance over 24-months.

SOCIAL SECURITY CARDS

The August 6, 2016 joint letter from the U.S. Department of Justice (DOJ), US Department of Health and Human Services (HHS), and HUD “reminds recipients (and subrecipients) of federal financial assistance that they should not withhold certain services based on immigration status when the services are necessary to protect life or safety. This is not a new policy, but one [they thought was] important to restate...immigration status (refers to all individuals who are to US citizens or nationals) is not a bar to providing certain services necessary to protect life or safety, such as emergency shelter, short-term housing assistance including transitional housing, crisis counseling and intervention programs.”

As such, Social Security Cards are not required for legal identification. Please see below for acceptable forms of legal identification.

VERIFYING NON-FINANCIAL FACTORS; LEGAL IDENTITY

In order to prevent program abuse, the ESG Provider will require applicants to furnish verification of legal identity for all household members. ESG RRH Provider to provide case management to assist household in obtaining legal identification documentation the lack of documentation at program entry should not constitute a barrier to enrollment.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a household is illegible or otherwise questionable, more than one of these documents may be required including but not limited to:

1. Valid Government issued photo identification card (employment related ID's are unacceptable)
2. Certificate of Birth, naturalization papers
3. U.S. military discharge (DD 214)
4. Passport
5. Department of Human Assistance Identification Card

Documents considered acceptable for the verification of legal identity for minors may be, but not limited to, one or more of the following:

1. Certified copy or original Certificate of Birth or Naturalization
2. Adoption papers
3. Custody agreement
4. Department of Human Assistance ID
5. Letter from Child Protective Services (CPS) verify family composition
6. School ID cards / School Records
7. Passport
8. Valid state Identification Card or Driver's License

Familial Relationships

Self-certification will normally be considered sufficient verification of household relationships. In cases where reasonable doubt exists, the household may be asked to provide verification.

The following verifications will be accepted:

1. Birth Certificates
2. Baptismal certificates
3. Letter from CPS verifying family composition

Verification of guardianship:

1. Court-ordered assignment
2. Affidavit of parent
3. Verification from social services agency
4. School records
5. Letter from CPS verifying family composition

PROGRAM EXIT

At the end of the initial three months of assistance, the majority of households will be exited from the ESG RRH Program though at the determination of the ESG RRH Provider additional assistance may be granted, see above. Upon determination that the household is not eligible for an extension, the ESG RRH Provider staff must provide the household and landlord notification in writing of the end of their assistance, including the date on which the last rental assistance payment will be made on their behalf. This letter must be placed in the Participant file. Prior to assistance ending, a plan must be in place that identifies how the Participant will maintain stability in permanent housing. If the participant is not yet able to retain permanent housing, they may be re-evaluated and if determined to be eligible, they may continue receiving assistance as long as maximum time limits have not yet been met. Participants may receive additional assistance to prevent them from becoming homeless, on the streets, or other places not meant for human habitation.

At program exit, the ESG RRH Provider staff will be responsible for ensuring that all Participant level data is accurate and up to date in HMIS per HMIS adopted policies and procedures. As part

of on-going monitoring, SHRA may review HMIS data to ensure accuracy and completeness of HMIS data records for both active and exited households. SHRA may request HMIS information from ESG RRH Provider.

INELIGIBLE AND PROHIBITED ACTIVITIES

PROHIBITION ON USE WITH OTHER SUBSIDIES 24 CFR 576.105(d)

Except for a one-time payment of rental arrears (one-time payment within a three-year period with SHRA written approval) on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Act (URA) during the period of time covered by the URA payments. The program should be sure to ask participants and to document that the participant receives no other assistance for rental costs or costs otherwise eligible under financial assistance.

Combining ESG Payments from More Than One Source

Under the paragraph on 'Use with other subsidies' for ESG Housing Relocation and Stabilization Services [24 CFR 576.105(d)] ESG financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources (§576.105(d)). If a program participant is receiving security deposit or utility deposit assistance from another public source (either a full or partial subsidy), ESG funds must not be used to pay the remaining portion of the security or utility deposit for that program participant. ESG funds may be used to pay a portion of the participant's security deposit or utility deposit if the other agency paying the remaining amount uses ESG funds. Please note, however, that the "same type of assistance" refers to each of the various types of financial assistance listed under paragraph (a) of section 576.105.

Example: An eligible household could receive ESG assistance for a security deposit at the same time that they are receiving assistance for a utility payment or rental assistance from another public funding source.

INELIGIBLE COSTS

The intent of RRH is to provide funding for housing expenses to households who are homeless. Therefore, financial assistance or services to pay for non-housing expenses that are not directly related to housing, including child care and employment training, are not eligible. See below for additional ineligible costs. RRH Provider staff should work to link households to other resources in the community to assist with these non-housing needs. In no instance may an ESG RRH

Provider employee or agent accept cash or blank checks/money orders from a participant. ESG RRH Provider must have a similar statement in its policies and procedures.

Ineligible costs include **but are not limited to** (ESG RRH Provider to contact SHRA if additional clarification is needed):

- a) Acquisition of real property
- b) Advocacy (e.g. representing Participants in efforts to access other non-RRH services such as food stamps, SSI, etc.).
- c) Bad debt; payment or modification of debt
- d) Cable/television
- e) Cash assistance
- f) Changing housing unit locks
- g) Child or Elder Care
- h) Direct payment to individuals/households
- i) Employment training
- j) Expungements or pardons of criminal records assistance
- k) Financial assistance to an individual or household for a purpose and time period supported by another public source
- l) Food/entertainment
- m) Furnishings
- n) Inpatient detoxification and other inpatient drug or alcohol treatment
- o) Internet or phone (wireless, cell phone or land line)
- p) Late payment penalties/fees
- q) Lead-based paint. If peeling/deteriorated paint is detected during the visual assessment prior to move-in, costs associated with testing and abatement/repair/cleanup are not eligible expenses under RRH. However, once the deteriorated paint has been repaired, the cost of a Clearance Exam may be charged against the grant under the financial assistance category.
- r) Legal services for immigration and citizenship matters
- s) Medical bills; prescription or over the counter medication
- t) Medical insurance
- u) Mortgage costs, including payment of taxes and fees relating to home ownership.
- v) New construction
- w) Non-housing expenses (e.g., fencing; landscaping; irrigation; interior/exterior home improvements/repair/replacement, such as, painting; windows; plumbing; flooring, wall/ceiling; HVAC; electrical/wiring; roof; concrete or similar). However, utilities included in the lease (typically sewer, water and garbage) are eligible to be included in the rental assistance payment.
- x) Payment of temporary storage fees in arrears
- y) Pet or Service Animal Care (e.g., pet food, grooming, boarding, veterinary costs)

- z) Pet or Service Animal unit damage⁶
- aa) Post Office Box rental
- bb) Rehabilitation of structures to the extent that those structures are used for inherently religious activities
- cc) Rental assistance to a household in another subsidized rental housing program (including HCV/Section 8 and public housing).
- dd) Renter Insurance
- ee) Retainer fee and arrangements and contingency fee arrangements
- ff) Shelter or transitional housing operations
- gg) Transportation assistance, car repair or car payments, vehicle/bicycle purchase

UNIT REQUIREMENTS

PURPOSE OF INSPECTIONS AND ASSESSMENTS

SHRA is committed to ensuring that federal and local resources are used only on housing that is safe, sanitary, and decent. The unit requirements are designed to protect ESG RRH households from unsafe or unhealthy living conditions and help to ensure that neither the household, the ESG RRH Provider, SHRA, State or HUD are at risk. [Appendix H](#) is a unit verification checklist that must be completed and included in each Participant file (along with any necessary documentation), confirming that all of the unit requirements have been met.

ESG RRH Provider staff costs associated with conducting the required inspections/assessments is eligible expenses and may be charged to ESG.

ESG assistance may not be provided until the unit has been documented to be in compliance with the minimum habitability standards. Please note that as required by § 576.500(j), the ESG RRH Provider documentation records must include documentation of compliance with the shelter and housing standards in §576.403, including inspection reports.

WHAT IS THE ESG FMR REQUIREMENT?

Under 24 CFR §576.106(d) of the ESG Interim Rule, rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent (FMR) established by HUD, as provided under 24 CFR §888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR §982.507. Rents must meet BOTH requirements in order for ESG rental assistance to be provided.

⁶ Per HUD ESG FAQ 1372, Housing providers (e.g. landlords) may not charge fees for service animals, beyond a standard fee or security deposit that applies to all tenants who do not have pets. Therefore, ESG funds may not be used for this type of expense. If the service animal causes damage to a unit or a common area, the landlord or service provider may charge the tenant a fee to cover the damages (for damage costs above the amount covered by the security deposit), as long as the landlord complies with their standard policies and fees, but ESG funds may not be used to pay for damage costs outside of the security deposit. For more information on the regulations surrounding service animals, please review the Joint Statement on Reasonable Accommodations under the Fair Housing Act (<http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>), which covers pet fees/deposits on page 9.

Additionally, to use ESG funds for rental assistance, the total rent (not only the ESG-funded portion) must be below FMR established by HUD.

Note that if the tenant pays separately for utilities, the gross rent for the purpose of comparing with the FMR is the sum of the rent paid to the owner plus any fees required for occupancy under the lease (other than late fees and pet fees), plus the monthly allowance for utilities established by the public housing authority for the area in which the housing is located. For purposes of calculating rent to compare with the FMR, utilities include electricity, gas, water and sewer, and trash removal services but not telephone, cable or satellite television service, or internet service. The FMR also does not include pet fees or late fees that the program participant may accrue for failing to pay the rent by the due date established in the lease. HUD has received many comments and questions about the FMR requirement and is carefully considering the issue, and potential alternatives to provide recipients and subrecipients with more flexibility in order to assist eligible program participants.

The ESG RRH Provider must consult the most current FMR published for their geographic area and document FMR for all units for which ESG funds are used for rental assistance. SHRA will provide the FMR annually upon HUD publication ([Appendix D](#)).

To calculate the gross rent for purposes of determining whether it meets the FMR, consider the entire housing cost: rent plus the cost of utilities that must, according to the lease, be the responsibility of the program participant. ESG RRH Provider is to complete the Tool utility allowance tab if utilities are paid separately by the program participant. Housing Authority utility allowance schedules are contained within the ESG Program Entry and Re-Assessment tools to assist in determining if a unit meets the FMR standard. The ESG RRH Provider is to print and place in participants' files a copy of the applicable FMR data to document the FMR for that participant's unit size and geographic area.

Note: Once a unit is determined to meet the FMR and rent reasonableness requirements, ESG funds may be used to pay for the actual utility costs. The utility allowance calculation is only used to determine whether the unit meets the FMR standard.

Refer to [Appendix D](#) for additional information.

ESG FAQ 2365:

Q: Does the Fair Market Rent include utilities?

A: Yes. The FMR includes rent and utilities. If the tenant pays the utilities, then the calculation of the Tenant Rent must include a utility allowance.

Fair Market Rent (FMR) requirements for the ESG and CoC Programs differ from each other

Inquiries have been made of why the ESG RRH Program is different from CoC RRH program. To help answer this question, this section has been added to the Desk Guide.

Excerpt: Rapid Re-Housing Under the ESG Program vs. the CoC Program (HUD: 2013)

Rapid re-housing assistance aims to help individuals and families who are homeless move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services.

For administrative ease and when possible, HUD developed consistent eligible costs and program requirements for rapid re-housing for the two programs. However, some significant differences remain in the eligible costs and requirements for RRH activities administered under the ESG and CoC programs. See the following section for a brief summary of CoC RRH Program components and refer to HUD's 2013 guidance named above. Appendix D also contains additional information.

CoC RRH Program (SHRA: 2017)

If a Provider is assisting the program participant with Continuum of Care (CoC) rapid rehousing rental assistance, the program participant may execute a lease for a unit with a contract rent that exceeds the FMR level if the contract rent is determined to be reasonable according to the rent reasonableness standard for the area. HUD will only provide rental assistance for a unit if the rent is reasonable (578.51(e)-(g)). The recipient may use grant funds to pay the difference between the FMR and the reasonable rent in this case as long as the recipient is able to meet the number of participants served in the grant agreement. HUD approval is not required to use CoC Program rental assistance funds to lease a unit over FMR. The recipient could also use other funds to lease a unit over FMR. However, the program participant cannot pay more than the rent calculation determined by Section 578.77(c). Alternatively, the household's contribution toward rent may be applied to the difference between FMR and rent reasonableness as long as the CoC's written rapid rehousing rent standards allow for it. The rent standards set by the CoC must be applied consistently across all CoC RRH households served.

Please consult Sacramento Steps Forward as the CoC HUD RRH administrator regarding questions on rental assistance and utility allowance.

ESG RENT REASONABLENESS REQUIREMENT

If the household is only receiving financial assistance or services as stated under Housing Stabilization and Relocation services, rent reasonableness and FMR requirements do not apply (citation HUD Guidance/June 2013):

- The ESG RRH Provider first compares the gross rent for the current or new unit with current FMR limits, which are updated annually.
- If the unit's gross rent is at or below FMR, the ESG RRH Provider next uses current data to determine rent reasonableness (more information is provided below on how to determine and document this).

If the gross rent is at or below both the FMR and the rent reasonableness standard for a unit of comparable size, type, location, amenities, etc., ESG funds may be used to pay the rent amount for the unit.

If the gross rent for the unit exceeds either the rent reasonableness standard or FMR, ESG recipients are prohibited from using ESG funds for any portion of the rent, even if the household is willing and/or able to pay the difference. However, because the FMR and rent reasonableness requirements apply only to rental assistance, ESG funds may be used:

1. to pay for financial assistance and services to help the eligible program participant stay in the unit, or
2. to pay for financial assistance and services to locate and move to a different unit that meets the rent reasonableness standard and is at or below FMR and pay rental assistance in that unit.
 - a. Rent reasonableness and FMR requirements do not apply when a program participant receives only financial assistance or services under Housing Stabilization and Relocation Services. This includes six month's rent arrears (must have SHRA's written approval), rental application fees, security deposits, an initial payment of "last month's rent," utility payments/deposits, and/or moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, legal services, and credit repair. (Note: "Last month's rent" may not exceed the rent charged for any other month; security deposits may not exceed two months' rent.)

Determining Rent Reasonableness

HUD's rent reasonableness standard ([Appendix E](#)) is designed to ensure that rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market. Methods of determining and documenting rent reasonableness are described in the section below. For units within the FMR limit, if a rent reasonableness determination supports a lower rent than the advertised rent, then ESG funds may not be used to rent the unit (unless the landlord is willing to lower the rent). However, as with FMR, ESG funds could be used to assist the program participant to move to a different unit that meets both the FMR and rent reasonableness standards. If the rent reasonableness determination supports the advertised rent (and is within the FMR limit), rental assistance with ESG funds may be provided for the unit, as long as all other program requirements are met

Documenting Rent Reasonableness

The ESG RRH Provider is responsible for documentation the rent reasonableness standard is met. The ESG RRH Provider must determine rent reasonableness by considering the location, quality, size, type, and age of the unit, and any amenities, maintenance, and utilities to be provided by the owner. **Comparable rents can be checked by using a market study of rents charged for units**

of different sizes in different locations or by reviewing advertisements for comparable rental units. For example, a participant’s case file might include the unit’s rent and description, a printout of three comparable units’ rents, and evidence that these comparison units shared the same features (location, size, amenities, quality, etc.).

Another acceptable method of documentation is written verification signed by the property owner or management company, on letterhead, affirming that the rent for a unit assisted with ESG funds is comparable. The ESG RRH Provider Recipients must ensure that its staff documents rent reasonableness and places it in participants’ files. SHRA will also accept a rental market study conducted by the ESG RRH Provider, SHRA, Sacramento Steps Forward (for Sacramento County), Which will be updated manually are to be updated annually.

Staff Roles and Responsibilities

The ESG RRH Provider must have a procedure in place to ensure that compliance with habitability and lead-based paint requirements ([clarified 10.23.17](#)), rent reasonableness and FMR are documented prior to household move-in ([added 10.23.17](#)), rent check being approved and/or prepared. The responsibility of determining and documenting each unit’s compliance with these standards may be assigned to one or more program staff, such as the case manager, clerical support staff, or a staff member who is assigned to conduct habitability inspections. One staff person may perform all the checks, or the tasks may be divided among more than one staff. For example, for rent reasonableness, one staff member could conduct a telephone survey of the property owner/landlords, while another searches rental databases for comparable properties.

[Appendix E](#) contains a form to assist the ESG RRH Provider in determining and documenting rent reasonableness. This form must be completed prior to approval of the unit, and must be included in participants’ files.

ESG RRH Provider is to utilize the ESG RRH Program Entry or Re-Assessment Tool to determine if the unit meets the FMR standard in addition to the Rent Reasonableness test. Copy of applicable Tool must be placed in the client file.

Determining Household Unit Size

For federally subsidized rental housing, HUD recommends two persons per bedroom plus two for the overall rental unit (e.g., a living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space.)

Occupancy Standards Matrix

Unit Type	Minimum Occupancy	Maximum Occupancy
Efficiency/SRO	1 person	2 people
1 Bedroom	1 person	4 people

2 Bedroom	2 people	6 people
3 Bedroom	3 people	8 people
4 Bedroom	4 people	10 people
5 Bedroom	5 people	12 people
6 Bedroom	6 people	14 people
7 Bedroom	7 people	16 people

The ESG RRH subsidy standards for determining household unit size shall be applied in a manner consistent with Fair Housing guidelines.

All standards in this section relate to the number of bedrooms, not the family's actual living arrangements.

The unit size remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Live-in-aide is counted towards bedroom size and receives own bedroom.

The subsidy standard will not be increased for additions to the family unless the addition is due to birth, adoption or court-awarded custody or the addition of a spouse/partner with minor children.

An applicant family that consists of a pregnant woman (with no other persons in her household) must be treated as a two-person family.

The family size for any family consisting of a single person must be either a zero or a one-bedroom unit.

HABITABILITY ASSESSMENT (§576.403)

The ESG RRH Providers shall inspect each unit before move-in to ensure it meets the habitability standards set forth at §576.403. Habitability standards are different from the Housing Quality Standards (HQS) used for other HUD programs. Units also need to be compliant with local housing codes, and, if local housing codes are more stringent than habitability standards, the provider must comply with the more stringent of the two.

A unit’s habitability must be conducted upon initial occupancy and then on an annual basis for the term of ESG assistance.

Appendix F is a full list of Habitability Standards as a checklist to be used by RRH housing staff. The habitability standards checklist must be completed prior to move-in/annually, and must be included in the participant’s file.

Per OneCPD ESG FAQs:

If providing only housing relocation and stabilization services under the Rapid Re-housing or Homelessness Prevention components, do the habitability requirements apply?

Yes, habitability standards (§576.403(c)) apply any time ESG funds are used to help a program participant remain in or move into housing under the Rapid Re-housing or Homelessness Prevention components. This would include providing only rental arrears assistance (one-time payment for up to 6 months of rent in arrears), only security deposit, only legal assistance, only credit repair, etc.

In cases where the program participant will be moving to a new unit, the habitability requirement applies to the new unit the program participant will move to, not to the unit the household is leaving.

ESG funds cannot be used to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in § 576.403(c). For example, if lack of utilities (e.g., electricity, gas, water), unsanitary conditions (e.g. pest/vermin infestation, lack of toilet), lack of fire safety (e.g. smoke detectors), unsound structure, lack of ventilation, etc. Please refer to [Appendix F](#) for the Habitability Standards checklist and §576.403(c).

Compliance with the ESG habitability standards must always be documented in the case file, even if the program participant receives only a small amount of onetime assistance, such as rental arrears (one-time payment for up to 6 months of rent in arrears), or a security deposit to move into a unit assisted with a different program.

As explained above, ESG assistance that involves placing a program participant into a particular unit cannot be provided until the unit is documented to meet the habitability standards. However, the ESG Interim Rule does not specifically address the timing of inspections. This means that a ESG RRH Provider could, before an inspection is done, use non-ESG funds to pay for an eligible program participant's rental arrears (one-time payment for up to 6 months of rent in arrears; requires SHRA's written authorization), rental assistance, or financial assistance, or to provide services to keep an individual or family in their unit so long as the unit is inspected and determined to meet the habitability standards *before* the costs are charged to the ESG grant or matching funds. If the unit does not meet the habitability standards at the time of the inspection, ESG funds may not be used to reimburse the ESG RRH Provider for the assistance provided before the unit passes the inspection.

Please note that under the homelessness prevention component (prevention is only granted in rare situations and must be approved by SHRA's Program Manager-Development and Federal Programs in writing), when a program participant is being re-housed in a different unit, the unit the household is ****leaving**** does NOT need to be inspected; only the unit the household will be moving into must meet the minimum habitability standards specified in 24 CFR 576.403(c).

Reminder: prevention services are not available in the cities of Elk Grove, Citrus Heights, Rancho, and Cordova..

LEAD BASED PAINT RISK ASSESSMENT

ESG RRH Provider Housing Specialist, or other appropriate staff, must complete lead-based paint inspection course(s) and ESG RRH Provider Manager/Director/Supervisor is to keep certificates available for review/inspection by SHRA or HUD.

Lead-based paint requirements of the **Lead-Based Paint Final Rule (effective February 13, 2017)** and Lead Based Paint Hazard Reduction Act of 1992⁷ apply to housing and common areas of a unit occupied by all households receiving any financial assistance.

Lead-based paint inspection is required if all three of the following criteria exist:

1. Household is served with RRH funding, AND
2. Housing is occupied by families with children under the age of 6 or a pregnant woman, AND
3. Housing was constructed before 1978.

Lead-based paint inspections are not required if the property has had all lead-based paint identified and removed in accordance with HUD regulations, as amended from time-to-time. Proof must be kept in the Participant file per the above criteria.

If peeling/deteriorated paint is detected during the visual assessment, costs associated with testing and abatement/repair/cleanup are not eligible expenses. However, once the deteriorated paint has been repaired, the cost of a Clearance Exam may be charged against the grant under the financial assistance category.

Upon request, the ESG RRH Provider must present evidence that appropriately trained individuals are performing assessments. A lead-based paint certification is necessary to conduct lead-based paint inspections.

Please refer to the Environmental Protection Agency (EPA) website on training and information to provide to households with children under the age of six. <https://www.epa.gov/lead/individuals-seeking-lead-abatement-certification#activities>

<https://www.epa.gov/lead/protect-your-family-exposures-lead>

Also refer to HUD's website for additional information:

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines.

Appendix G is a Lead-Based Paint Visual Assessment Checklist. **A copy of this checklist is required in all participants' files, even if lead-based paint requirements do not apply.**

⁷ Authority for HUD's Lead-Based Paint Regulation (LSHR) is codified in 24 CFR Part 35, subparts B through R. The LSHR implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992; sections 1012 and 1013 are codified at 42 U.S.C. 4822.

LEASE AGREEMENTS/REQUIREMENTS

Each individual/family/household/roommate receiving rental assistance must have a legally binding, written lease for the rental unit, unless the rental assistance is provided solely for rental arrears - one-time payment for up to 6 months of rent in arrears - (in which case, an oral agreement may be accepted—see below). The lease must be between the program participant and the owner (or their agent, such as a property manager). Roommates may be on one lease as long as each Participant's responsibilities are clearly outlined in the lease (e.g. rent amount, security deposit, etc.). Roommates may also have separate leases for the same unit. As a reminder, when roommates/Participants will each be assessed separately and separate income calculations must be completed utilizing the Program Entry Tool and at re-assessment the Re-Assessment Tool provided by SHRA.

In no case shall the participant give cash or a blank check/money order to the ESG RRH Provider, landlord/property manager or owner.

Per section §576.500(h) of the ESG interim rule, the ESG RRH Provider records must include copies of all leases and rental assistance agreements, documentation of payments made to owners/property managers for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants. All documentation must be kept in the participant's file, and the lease or other documentation must be made available to SHRA upon request.

Lease with Friend or Family Member

Response from HUD OneCPD to question asked by Volunteers of America on March 25, 2016:

Although the ESG Interim rule does not prohibit renting from a family member or friend with ESG funds, it may be difficult to demonstrate that the potential program participant has no other resources and support networks if they have a family member or friend with an available apartment, home, or room to rent. One key factor to consider is whether the family member or friend has been renting out the apartment, home or room. Since this type of arrangement has a high potential for fraud, it is critical that the recipient or subrecipient thoroughly document, in the program participant's case file, that all program requirements have been met.

In addition, all program participants receiving rapid re-housing or homelessness prevention assistance must have a lease with the owner of the housing. These lease requirements are in place even when renting a unit that the family member owns. Also the recipient/subrecipient must enter into a rental assistance agreement with the owner. Both the lease and rental assistance agreement must identify the program's participant's share of the rent and utilities.

Upon reviewing the response, SHRA will allow, upon its written approval, a Participant to lease from a friend or family member upon execution of the ESG Short-Term Rental Agreement

between the RRH Program Provider (see [Attachment N - ESG Short-Term Rental Assistance Agreement](#)) and an executed lease between the Participant and owner. The RRH Provider must ensure that the Conflict of Interest policy is followed. SHRA's written approval, the signed ESG Short-Term Rental Agreement and executed lease are to be kept in the Participant file.

To obtain written approval, the ESG RRH Program Provider must document that the potential program participant is literally homeless (per HUD's definition of Homeless/Chronically Homeless), or escaping domestic violence, and has no other resources if they have a family member (including ex-spouse) or friend with an available apartment, home, or room to rent.

Lease Agreement

The lease agreement required between the participant/roommates and property owner/property manager **must** set forth the terms under which the rental assistance is being provided. It *must at least* include the following:

- A provision requiring the owner/property manager to give the ESG RRH Provider a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant, as indicated in §576.106(e).
- The same payment due date, grace period, and late payment penalty requirements as the program participant's lease, as indicated in §576.106(f).
- For **project-based rental assistance**, the initial term of the rental assistance agreement must be 1 year. For **tenant-based rental assistance**, ESG RRH Provider should establish the term of the rental assistance agreement for the period of time they anticipate providing assistance.
- If utilities are paid by owner or tenant. If paid by tenant the amount of each, and if there is a shared meter an explanation of how costs are calculated. See [Appendix D](#).

The rental assistance agreement should also include provisions addressing the following:

- **The type of rental assistance being provided** (tenant-based or project-based).

Late Payments: If the ESG RRH Provider incurs late payment penalties to each owner in accordance with the rental assistance agreement, it is the sole responsibility of the ESG RRH Provider to pay those penalties using non-ESG funds, as indicated in §576.106(f).

Program Participant Sharing in Rent: The ESG RRH Provider may require the program participant to pay a portion of the monthly rental cost. In such cases, the ESG RRH Provider must have written policies and procedures for determining the program participant's portion, and the rental assistance agreement should specify the amount of rent to be paid by the ESG RRH Provider and the amount to be paid by the program participant, as indicated in §576.106(b). This policy/procedure is to be made available to SHRA upon request.

Termination: When providing **tenant-based rental assistance**, the rental assistance agreement with the owner/property manager must terminate and no further rental assistance payments may be made under that agreement if: the program participant moves out of the housing unit; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG rental assistance §576.106(h).

Note on Project-Based Rental Assistance: When providing project-based rental assistance, additional conditions and requirements apply for both leases and rental assistance agreements. See section 576.106(i) of the ESG interim rule for specific requirements.

Rental Unit Damages: If an individual/family/household/roommate damages or leaves the unit less clean when moved-in or there or damages to the rental unit beyond normal wear and tear the participant is responsible to pay as allowed under state law. The lease must have a clause regarding security deposits. ESG funds will not pay for damage to the rental unit or other types of property damage.

Security deposits are to be returned to the ESG RRH Provider not the Participant. Funds returned are considered program income under 24 CFR 576.2, must be used as match in accordance with 24 CFR 576.201, and must be tracked in accordance with the recordkeeping requirements for match and program income under 24 CFR 576.500(o) and 576.500(u)(3).

Utilities – refer to Appendix D

GRANT ADMINISTRATION

ADMINISTRATIVE REQUIREMENTS

SHRA, as the local administrator of federal and state ESG-funding, is subject to all requirements of the interim rule on the ESG funds, published in the Federal Register on December 5, 2011, 24 CFR, parts 91 and 576. SHRA will hold all ESG RRH Providers to these same standards, as applicable. In the case that a requirement is not detailed in these policies and procedures, or if there is a conflict between these policies and procedures and the Federal Register, the Federal Register will prevail.

CONTRACTOR REIMBURSEMENT PROCESS

ESG RRH Provider shall use the provided Electronic Claim Form (ECF) provided by SHRA. Line item transfers between Budget categories may be made provided such Budget changes do not result in the total Budget exceeding the maximum total contract amount and/or do not compromise the intent of the program. SHRA reserves the right to request a contract amendment.

ESG RRH Provider shall submit via e-mail the ECF to SHRA by the fifteenth (15th) of each month.

ESG RRH Provider shall coordinate with other service providers who are providing support services and/or lodging for the homeless population and with agencies necessary to carry out its

services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

EXPENDITURE OF FUNDS

The ESG RRH Provider must expend one hundred (100) percent of their RRH allocation as stated in the contract between SHRA and Provider, or risk the recapture and reallocation of RRH funds to another provider. An agency with poor performance (e.g., not meeting number of households served) may have funds recaptured and reallocated to agencies that have performed well. SHRA will meet and confer with ESG RRH Provider before making this determination.

RECORD KEEPING AND MONITORING REQUIREMENTS

HMIS DATA QUALITY PLAN

ESG RRH Provider is required to utilize the HMIS Data Quality Plans, as applicable, in entering Participants into HMIS. The ESG RRH Provider is required by SHRA to maintain a record of Participants that were screened and found to be ineligible for five-years.

RECORD KEEPING AND REPORTING

- ESG RRH Provider shall comply with all requirements of Emergency Solutions Grant (ESG) reporting and monitoring per 24 CFR Part 576.500 and 2 CFR Parts 200.330 and 200.333.
- ESG RRH Provider under the State ESG funding will comply with all requirements set forth by the Department and SHRA. This section to be revised upon SHRA's receipt of reporting instructions from the Department.
- ESG RRH provider will allow SSF, the State and SHRA access to its HMIS data for reporting. Reporting ESG activities to HUD is done by SHRA and the State in an annual reporting vehicle called the Consolidated Annual Performance and Evaluation Report (CAPER). SHRA must collect and report data on its use of federal ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The State is responsible for the CAPER and IDIS for the State ESG funds. Annual performance reports are due 90 days after the close of the recipient's consolidated program year which for SHRA is March 31st and for the State, July 31st. SHRA will coordinate with the ESG RRH Provider when Participant data is to be submitted. SHRA must also comply with all federal reporting including the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in ATTACHMENT A to 2 CFR part 170.

SHRA will work with the ESG RRH Provider and/or Sacramento Steps Forward to download ESG data from HMIS for the ESG CAPER as mandated by HUD and the State.

- Participant data is to be entered into HMIS per adopted Data Quality Standards. ESG RRH Provider shall follow procedures on collecting and reporting domestic violence victim Participant demographics.
- Per HUD FAQ 1365, ESG RRH Provider must enter all Participants into HMIS paid with match. See Match Requirement section above for additional information.

HUD requires the following data to be collected in HMIS for the CAPER (note data collection requirements may be amended from time-to-time, and ESG RRH Provider is to follow SSF HMIS requirements). Below is an example of client demographic data collection:

- Project Identifiers in HMIS
- Number of Persons Served
- Number of Households Served
- Point-in-Time Count of Households
- Number of Persons Contacted
- Number of Persons Engaged
- Gender of Adults
- Gender of Children
- Gender of Persons Missing Age Information
- Gender by Age Ranges
- Age
- Race
- Ethnicity
- Physical and Mental Health Conditions – at Entry
- Physical and Mental Health Conditions – at Exit
- Physical and Mental Health Conditions – for Stayers
- Persons with Domestic Violence History
- Persons Fleeing Domestic Violence
- Residence Prior to Project Entry
- Type of Non-Cash Benefit Sources
- Health Insurance
- Length of Participation
- RRH Length of Time between Project Entry Date and Residential Move-in Date
- Length of Participation by Household Type
- Exit Destination – More than 90 days
- Exit Destination – All Persons

- Homelessness Prevention Housing Assessment at Exit
 - Exit Destination – 90 days or less
 - Number of Veterans
 - Number of Chronically Homeless Persons by Household
- ESG RRH Provider must comply if asked to participate in SHRA, State or HUD-sponsored research and evaluation of ESG. ESG funds are eligible administration for costs to the agency of participating in HUD research and evaluation of the program.
 - SHRA reserves the right to terminate the ESG RRH Provider from the program if the ESG RRH Provider fails to enter data correctly into HMIS or does not comply on correcting data errors in a written agreed upon time frame.
 - ESG RRH Provider’s records will be made available upon request for inspection by SHRA, local, state or federal government. Records are to be maintained for a five-year period from CONTRACT completion date.

MONITORING

SHRA, the federal government, or the State, may at any time, evaluate this program and have access, or obtain, program Participant and financial records. ESG RRH provider shall be given opportunities to participate and respond in the evaluation process. See **Appendix L** for Monitoring procedures and checklists.

Access to Records

Pursuant to 2 CFR Part 200.327 through 200.329 and 24 CFR Part 567.500, and notwithstanding the confidentiality procedures established above, the State, SHRA, law enforcement, the HUD Office of the Inspector General, and the Comptroller of the United States, or any of their authorized representatives, have the right of access of all books, documents, papers, or other records of the ESG RRH Provider that are pertinent to the ESG grant, in order to make audits, examinations, excerpts and transcripts or to pursue legal recourse. These rights of access are not limited to the required retention period but last as long as the records are retained; minimum of five-years from contract expiration.

SANCTIONS

If SHRA determines that the ESG RRH Provider is not complying with the requirements of this guide, ESG regulations or other applicable local, state or federal laws, SHRA will take appropriate actions, which may include;

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

- Direct the ESG RRH Provider to cease incurring costs with ESG funds;
- Require that some or all of the ESG funds amounts be remitted to SHRA; or
- Reduce (de-obligate) the level of funds the ESG RRH Provider would otherwise receive;
or
- Elect to make the ESG RRH Provider ineligible for future ESG funding.

SHRA reserves the right to review the ESG RRH Provider balance of funds upon request and re-allocate unused funds. Any ESG funds that become available to SHRA as a result of a sanction will be made available (as soon as practicable) to other private non-profit organizations or units of general local government for use within specific time periods.

APPEALS AND GRIEVANCES

The program participant has the right to register formal complaints regarding ESG funded services and will not be denied these services based upon such complaints. The ESG RRH Provider must have a written grievance and appeals procedure that is presented to the Participant during the initial assessment, whether they are provided assistance or not. The Participant is to print their name and sign in blue ink that they have had the grievance procedure explained to them, the document is to be placed in the Participant file.

The ESG RRH Provider's grievance procedure is intended to address only issues specific to the ESG RRH program. The program is not expected to address complaints lodged by one Participant in reference to another Participant's issues; neither is it expected to address complaints regarding other agencies or external programs.

TERMINATION OF HOUSING ASSISTANCE

The ESG RRH Provider may terminate assistance to a household who violates program requirements. In terminating assistance to a household, the ESG RRH provider must provide a formal process that recognizes the rights of the individuals receiving assistance to due process of law. This process must be in writing and available for review in the program file and, at a minimum, consist of:

1. Written notice to the household containing a clear statement of the reason(s) for termination;
2. A review of the decision, in which the household is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
3. Prompt written notice of the final decision to the household.

ABSENCE DUE TO MEDICAL REASONS

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the ESG RRH Provider will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home the family member will be considered permanently absent. If the verification indicates that the family member will return in less than thirty (30) consecutive days the family member will not be considered permanently absent as long as rent and other charges remain current. The ESG RRH Provider will conduct a re-assessment once it is confirmed that the family member is considered to be permanently absent.

If the person who is determined to be permanently absent or deceased and is the sole member of the household, assistance will be terminated in accordance with the ESG RRH "Absence of Entire Family" policy.

REMOVAL OF HOUSEHOLD MEMBERS

All changes must be reported within 30 days. If a member of an ESG RRH participant's household moves out, the person(s) and associated income will be removed from the gross annual income calculation. The subsidy amount will be adjusted at the next re-assessment (or upon move request) to match the ESG bedroom size policy. A participant may be required to move to a smaller sized unit when the number of bedrooms exceeds the minimum household size per the ESG RRH Program standards. ESG RRH Provider staff will work closely with the participant to ensure that the household finds an affordable unit.

Verification of Permanent Absence of Household Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the ESG RRH Provider will consider any of the following as verification:

1. Order of protection/restraining order obtained by one family member against another.
2. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement.
3. Statements from other agencies such as social services or a written statement from the owner or manager that the adult family member is no longer living at that location.
4. If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
5. If no other proof can be provided, the ESG RRH Provider will accept a self-certification from the head of household or the spouse/partner or co-head, if the head is the absent member.

REMAINING MEMBER OF RESIDENT FAMILY – RETENTION OF UNIT

To be considered the remaining member of the resident family, the person must have been previously approved by the ESG RRH Provider to be living in the unit. The family member must be on the lease. The ESG RRH Provider will conduct a re-assessment once it is confirmed that the household composition has changed.

Live-in-aide – see Definitions.

ABSENCE OF ENTIRE FAMILY/HOUSEHOLD

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit the ESG RRH Provider will terminate the household from the program. The household is required to notify the ESG RRH Provider and their landlord/property manager before they move out of a unit in accordance with the lease and to give the ESG RRH Provider information about any family absence from the unit. During the period of absence the rent and other charges must remain current.

"Absence" means that no authorized family member is residing in the unit. The authorized household may not sublease the unit nor have unauthorized guests live in the unit while the family is absent.

In order to determine if the family is absent from the unit, the ESG RRH Provider may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors, landlord and/or property manager
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without the ESG RRH Provider's permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and the ESG RRH Provider will terminate rental assistance.

ABSENCE DUE TO INCARCERATION

Any member of the household will be considered permanently absent if s/he is incarcerated for thirty (30) or more consecutive days. The ESG RRH Provider will determine if the reason for incarceration is for drug-related or criminal activity, which would threaten the health, safety and

right to peaceful enjoyment of the dwelling unit by other residents. The ESG RRH Provider will conduct a re-assessment once it is confirmed that the family member is considered to be permanently absent.

The rent and other charges must remain current during this period and may result in the termination of rental assistance.

MISREPRESENTATION OF HOUSEHOLD CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or financial assistance is established, the ESG RRH Provider may terminate assistance and may refer the household file/record to the appropriate authorities. ESG RRH Provider to follow its program grievance procedure.

NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS

EQUAL ACCESS TO HOUSING IN HUD PROGRAMS REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY, “Equal Access Rule of 2012” (24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 576, 882, 891, and 982). HUD has implemented a policy to ensure that its core programs are open to all eligible individuals and families regardless of sexual orientation, gender identity, or marital status. The ESG RRH Provider shall follow all HUD policies and guidance. For additional information, refer to Final Rule published February 3, 2012 and HUD Docket No. FR 5863-F-02 - *Equal Access in Accordance with an Individual’s Gender Identity in Community Planning and Development Programs*.

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (“VAWA 2013”)

Final Rule is effective December 16, 2016. See **Appendix Q** for VAWA forms. VAWA 2013 continues to bar eviction and termination due to a tenant’s status as a survivor, and requires landlords to maintain survivor-tenant confidentiality. It also continues to prohibit a tenant who is a survivor of domestic violence from being denied assistance, tenancy, or occupancy rights based solely on criminal activity related to an act of domestic violence committed against them.

VAWA 2013 now expressly extends housing protections to survivors of sexual assault, and adds “intimate partner” to the list of eligible relationships in the domestic violence definition. Protections also now cover an “affiliated individual,” which includes any person living with the survivor and related to him or her by blood or marriage including the survivor’s spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis.

It continues to allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting or removing or otherwise penalizing a victim who is a tenant or lawful occupant. If victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program.

New housing protections in VAWA 2013 includes the requirement that each appropriate agency develop a notice of rights under VAWA for tenants and provide such notice at the time a person applies for housing, when a person is admitted as a tenant of a housing unit, and when a tenant is threatened with eviction or termination of housing benefits.

VAWA 2013 requires each ESG RRH Provider to adopt a transfer plan for use by owners or managers of housing. Tenants must request a transfer and reasonably believe that they are threatened with imminent harm from further violence if the tenant remains in the same unit.

Some of the critical components of the final rule include:

- **Extension of the core protections to Continuum of Care (CoC), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA)** – The rule codifies the core protection across HUD’s covered programs ensuring survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- **Emergency transfers** – One of the key elements of VAWA’s housing protections is the emergency transfer plan which allows for survivors to move to another safe and available unit if they fear for their life and safety. The final rule includes a model emergency transfer plan, which was required in VAWA 2013, and an emergency transfer request form.
- **Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking** – Survivors often face denial, termination, or eviction from housing for a reason that seems unrelated to being a survivor (such as poor rental history or poor credit), but is actually a direct result of being a survivor of domestic violence, dating violence, sexual assault or stalking. For example, as part of an act of domestic violence an abuser may cause damage to the survivor’s apartment, which in turn may cause the survivor to be evicted and have a poor rental history. Or stalking may involve taking out credit cards in a person’s name and misusing them to cause the person emotional distress, and the misuse of those cards may cause the person to have poor credit. To protect survivors in situations like these, the final rule prohibits any denial, termination, or eviction that is “a direct result of the fact

that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.”

- **Low-barrier certification process** – The final rule makes it clear that under most circumstances, a survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe. The rule includes a certification form that may be used by covered housing providers.

ELIGIBILITY AND NON-DISCRIMINATION (SECTION 109). The Subrecipient shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, gender identity, national origin, ancestry, or physical or mental handicap, or age as more specifically set forth in 24 CFR 576.407 which requires compliance with the non-discrimination and equal opportunity requirements at 24 CFR 5.105(a), Section 504 of the Rehabilitation Act, Title II and III of the Americans with Disabilities Act.

The Subrecipient must take steps to ensure effective communication with individuals with disabilities. Subrecipients must provide appropriate auxiliary aids and services necessary to ensure effective communication (e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.)

CIVIL RIGHTS COVENANT. As provided in 24 CFR 5.105 and 570.602, and depending upon the type and nature of the grant of ESG funds, this program is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and HUD regulations. Subrecipient certifies that its activities under this Contract shall be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) and that it will comply with the other provisions of Title 24 of the CFR and with other applicable laws, to the full extent of their application. Further pursuant to Executive Order 11063 (as amended pursuant to Executive Order 12259) set out in 24 CFR Part 107, in the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, gender identity or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Agency and the United States are beneficiaries of and entitled to enforce such covenant. Subrecipient, in undertaking its obligation in carrying out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate. In addition, the

Subrecipient must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964.

ARCHITECTURAL BARRIERS ACT. The Subrecipient shall comply with the Architectural Barriers Act of 1968 (42 USC 4151), as applicable, which Act requires that the design of any facility, except a private residence, that is constructed, renovated, remodeled or rehabilitated with funds received pursuant to this Contract shall comply with the "American Standard Specification for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped", as described in 41 U.S.C.F.R. 10119.6, and Subrecipient shall cooperate with the Agency in its inspections pursuant to such provisions.

SECTION 504 OF THE REHABILITATION ACT. The Subrecipient shall comply with the Act which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance.

FAIR HOUSING REQUIREMENTS.

The Fair Housing Act (title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601–3619) declares that it is “the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States.” See 42 U.S.C. 3601. Accordingly, the Fair Housing Act prohibits, among other things, discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions because of “race, color, religion, sex, familial status, national origin, or handicap.”² See 42 U.S.C. 3604 and 3605. Section 808(d) of the Fair Housing Act requires all executive branch departments and agencies administering housing and urban development programs and activities to administer these programs in a manner that affirmatively furthers fair housing. See 42 U.S.C. 3608.

Fair Housing laws apply to ESG-funded programs. The ESG program provider shall market housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, gender identity, age, familial status, or handicap. While participants must address barriers to housing retention and should be encouraged to engage in services, ESG-funded program providers may not require participation in disability-related services as a condition of receiving assistance. Housing Stability Plans must not contain predetermined therapeutic goals related to participants’ disabilities.

To Affirmatively Further Fair Housing, the ESG Provider has a commitment to full compliance with applicable civil rights laws, the ESG Provider will provide Federal/State/local information to program participants regarding discrimination and any recourse available to them should they be victims of discrimination. Such information will be made available during the household briefing session, a copy to the participant, and a copy placed in their file folder. It will include information for applicants on how to file a fair housing complaint, including the toll-free number for the Fair Housing Discrimination Hotline, 1-800-669-9777 and the Federal Information Relay Service at 1-800-887-8339.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the ESG Providers' facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the ESG Providers' offices in such a manner as to be easily readable from a wheelchair.

The offices of the ESG Providers are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by dialing 7-1-1, a free relay service.

The ESG Provider will provide and review information regarding fair housing rights and responsibilities during household briefing sessions.

FAITH-BASED ORGANIZATIONS

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG funds. Neither the Federal Government nor a State or local government receiving funds under ESG shall discriminate against an organization on the basis of the organization's religious character or affiliation. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants. Any religious organization that receives ESG funds retains its independence from Federal, State, or local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instructions or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statement and other governing documents. An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

OTHER FEDERAL REQUIREMENTS

SHRA, subrecipients and participants shall abide by CPD- Notice 17-01: Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Entry System which is cross-referenced in 24 CFR Part 578, 42 U.S.C 11381, *et seq.*, 24 Part 576, and 42 U.S.C. 11371, *et seq.*, Notice CPD-014-12, 42 U.S.C. 13925, *et seq.*

SHRA, the State, ESG RRH Provider, and subrecipients, shall abide by, and document its compliance, all sections contained within the 24 CFR 576, including but not limited to Conflicts of Interest (24 CFR 576.404), Homeless Participation (24 CFR 576.405), Faith-Based Activities (24 CFR 576.406), Other Federal Requirements (24 CFR 576.407), and Displacement, Relocation and Acquisition (24 CFR 576.408).

- SHRA shall conduct *environmental review* in accordance with 24 CFR Part 58, as may be amended from time to time. Contracts will not be executed until SHRA has completed the environmental review.
- SHRA and the ESG RRH Provider must keep *documentation showing that ESG grant funds were spent on allowable costs* in accordance with the requirements for eligible activities under 576.101 – 576.109 and the cost principles per 2 CFR Part 200, as may be amended from time to time.
- SHRA and the ESG RRH Provider must retain records of the receipt and use of *program income* in 2 CFR Parts 200 and 576, as amended from time to time.
- SHRA and the ESG RRH Provider *must retain copies of all solicitations of and agreements* with subrecipients, contractors, records of all payment requests by and dates of payment made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable for five-years from contract completion date in 2 CFR Parts 200 and 576, as amended from time to time.
- SHRA and the ESG RRH Provider *must retain copies of all procurement contracts and documentation of compliance with the procurement requirements* in 2 CFR Parts 200 and 576, as amended from time to time.
- SHRA and the ESG RRH Provider *must comply with recordkeeping requirements specified by HUD or State notice or regulations* in 2 CFR Parts 200 and 576, as amended from time to time.
- SHRA and the ESG RRH Provider *must keep other records as specified by HUD or the State* in 2 CFR Parts 200 and 576, as amended from time to time.
- SHRA and the ESG RRH Provider *must develop and implement written confidentiality procedures* in 2 CFR Parts 200 and 576, as amended from time to time.
- *All records pertaining to each Grant Award year of ESG funds must be retained for a period of five-years from Grant Award execution.* Copies made by microfilming, photocopying, or similar method may be substituted for original records. SHRA and ESG RRH Provider must make available said documents upon request of SHRA, State or other federal official in 2 CFR Parts 200 and 576, as amended from time to time.
- *Documentation of each program participant's qualification* as a family or individual at risk of homelessness or as a homeless family or individual and other program participant

records must be *retained for five years* after the expenditure of all funds from the grant under which the program participant was served in 2 CFR Parts 200 and 576, as amended from time to time.

- *Access to records. Federal government rights.* Notwithstanding confidentiality procedures, the State, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of SHRA and ESG RRH Provider that are pertinent to the ESG program grant, in order to make audits, examinations, excerpts and transcripts as stated in 2 CFR Parts 200 and 576, as amended from time to time. These rights of access are not limited to the required retention period but last as long as the records are retained.
- *Public Rights.* SHRA must provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding five years.
- *Drug-Free Workplace Requirements.* The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD’s implementing regulations at 24 CFR part 21 apply to ESG. The use of illegal drugs is cause for termination from employment.

SHRA strongly encourages the ESG RRH Provider to implement a Drug-Free Workplace Policy to provide a workplace that is drug and alcohol free. This Policy should state,

- A. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol in the workplace is prohibited.
- B. The requirements of paragraph A of this section are a condition of employment of all employees.
- C. The Employer retains the right, with reasonable suspicion, to test employees for drug or alcohol influence while at work. Refusal to submit to a test will be considered a positive test and will result in disciplinary action up to and including termination.

Please note that it is the ESG RRP Provider responsibility to ensure that all federal regulations, Notices, Guidance, etc. are followed and should consult OneCPD Resource Exchange for the most up-to-date information regarding the program.

HOMELESS DEFINITION §576.2

Refer to [Appendix C](#) – Homeless Certification for definitions.

The ESG RRH Provider must follow SSF’s policies and procedures on entering (and exiting) program participants into HMIS. The enrollment date is when the participant is told they are eligible for the ESG RRH Program per SSF guidelines.

CHRONICALLY HOMELESS DEFINITION:

In December 2015, HUD issued the Final Rule for Chronically Homeless for **Part 91 - Consolidated Submissions for Community Planning and Development Programs**, the authority citation for 24 CFR part 91 reads as follows: **Authority:** 42 U.S.C. 3535(d), 3601-3619, 5301-5315, 11331-11388, 12701-12711, 12741-12756, and 12901-12912.

As stated in the Final Rule, in §91.5, the definition of “Chronically homeless” is revised to read as follows:

§ 91.5 Definitions.

Chronically homeless means:

- 1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
- 2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- 3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

4)

OTHER DEFINITIONS

“*Administrative Entity*” means a Unit of general purpose local government approved by the Department pursuant to section 8403 to administer State ESG funds.

“*City*” is defined at 42 U.S.C. section 5302(a)(5).

“*Continuum of Care Allocation*” means the ESG funds pursuant to the requirements of section 8403.

“*Continuum of Care Service Area*” means the entire geographic area within the boundaries of an Eligible Continuum of Care.

“*Coordinated Entry*” means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as “Coordinated Entry System”, “Coordinated Assessment” or “Centralized Assessment”.

“*Core Practices*” means the practices and protocols of delivering ESG Eligible activities as specified in section 8409.

“*Department*” means the California Department of Housing and Community Development.

“*ESG*” is the acronym for the Emergency Solutions Grants program.

“*Eligible activities*” mean those activities upon which ESG funds may be expended as described in section 8408 and further defined in this Desk Guide under Eligible Activities and Expenses.

“*Eligible Continuum of Care*” means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement area. These entities must also meet the requirements of sections 8403 (d) or 8404 (a).

“*Eligible organization*” means a Private nonprofit organization or a Unit of general purpose local government that provides, or contracts with Private nonprofit organizations to provide, Eligible activities.

“*ESG Entitlement*” means a Unit of general purpose local government that meets one of the following: (1) is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives

an allocation of ESG funds directly from HUD; (2) is in a Nonentitlement area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or (3) is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.

“ESG Entitlement Area” or *“Entitlement Area”* means the geography within an ESG Entitlement's boundaries.

“ESG Nonentitlement” means a Unit of general purpose local government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.

“ESG Nonentitlement Area” means the geography within an ESG Nonentitlement's boundaries.

“Governing Board” - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for City local government applicants this term includes City council.

“HUD” means the United States Department of Housing and Urban Development.

“Live-in-Aide”- Is determined by the ESG RRH Provider to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities, who:

1. Is not obligated for the support of the person(s).
2. Would not be living in the unit except to provide care for the person(s).
3. May not be a spouse/partner or co-head.
4. Must not be in a spousal relationship with any member of the household.
5. Must be at least 18 years old, unless they are an emancipated minor.

An existing household member may not be approved as a live-in aide.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements of a live-in aide as stated above. In addition, a relative cannot be the primary source of financial support for the participant.

Also, a proposed relative as a live-in aide must sign a waiver to any residual right to the rental subsidy upon the participant's exit from the program.

A live-in aide is not considered to be an assisted household member and has no rights or benefits under the program:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

2. Live-in aides may not be considered as a remaining member of the tenant household and have no rights to remain in the unit.

A live-in aide may only reside in the unit with the approval of the ESG RRH Provider and will be subject to the Owner's normal screening criteria. Written verification of the need for a live-in aid will be required from a reliable, health care professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the household member who is elderly, near-elderly (50-61 years of age) or disabled.

A live-in-aide is counted to determine unit bedroom size. A live-in-aide's income is not included in calculating the household gross income. An additional bedroom will not be approved for multiple aides who provide service to a participant on a rotating or part-time basis. Once approved, the live-in aide must use the subsidized unit as his/her sole and primary place of residence.

An individual approved as a live-in aide may not receive a government rental assistance subsidy while residing with another an ESG-funded program participant as a live-in aide.

If the live-in aide or their household members participate in drug-related or criminal activity, the ESG RRH Provider and/or Owner will rescind the aide's right to occupy the unit. Additional bedrooms will not be provided for the household of a live-in aide. The aide is not entitled to the grievance hearing process of the ESG RRH Provider.

If the ESG RRH Provider becomes aware the approved live-in aide is not residing in the unit, the participant will be given 60 days to identify and obtain approval of another live in-aide. If another live-in aide is not identified and approved within 60 days, the approved bedroom size will be reduced to the size the household would qualify for without a live-in aide. Extenuating circumstances will be reviewed on a case-by-case basis.

"NOFA" is the acronym for a "Notice of Funding Availability" described in section 8405.

"Nonentitlement area" is defined at 42 U.S.C. 5302.

"Private nonprofit organization" is defined at 24 CFR 576.2.

"Rapid Re-housing" means the activities set forth in 24 CFR 576.104.

"Service Area" has the same meaning as the term "Continuum of Care Service Area".

"Standard Agreement" means the contract entered into by the Department and the ESG Subrecipient setting forth the basic terms and conditions governing the award of ESG funds.

“*Subrecipient*” means an entity that enters into a Standard Agreement with the Department for ESG funds.

“*Subrecipient of the Administrative Entity*” means an entity that enters into a written agreement with the Administrative Entity to implement Eligible activities with ESG funds. “Unit of general purpose local government” is defined at 24 CFR section 576.2. “Written Standards” means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-eligible activities pursuant to the requirements of 24 CFR 576.400 (e).

Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

Please also refer to 2 CFR Parts 200 and 576.2 for definitions of terms used in the ESG RRH Program. A summary of key definitions used within this Desk Guide is provided below.

At-risk of homelessness means:

An individual or family who:

- 1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- 2) 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
- 3) Meets one of the following conditions:
 - a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - b) Is living in the home of another because of economic hardship;
 - c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 14 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;
- 4) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” 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. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
 - 5) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

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

Continuum of Care means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

Disabling Condition - HUD defines a disabling condition as: (1) A disability as defined in Section 223 of the Social Security Act; (2) a physical, mental, or emotional impairment which is (a) expected to be of long-continued and indefinite duration, (b) substantially impedes an individual’s ability to live independently, and (c) of such a nature that such ability could be improved by more suitable housing conditions; (3) a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; (4) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agency for acquired immunodeficiency syndrome; or (5) a diagnosable substance abuse disorder.

Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency

shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG.

Fair Market Rent (FMR) – determined by HUD annually as the 40th percentile of gross rents for typical, non-substandard rental units occupied by recent movers in a local housing market.

HEARTH Act - The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, which consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program, and revises the Emergency Shelter Grants program and renames it as the Emergency Solutions Grants (ESG) program. The HEARTH Act also codifies into law the Continuum of Care planning process, a longstanding part of HUD’s application process to assist homeless persons by providing greater coordination in responding to their needs.

Homeless means:

- 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a) 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;
 - b) 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
 - c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

- 2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - b) No subsequent residence has been identified; and
 - c) 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) 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:
 - a) 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);

- b) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - c) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - d) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- 4) Any individual or family who:
- a) 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;
 - b) Has no other residence; and
 - c) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

Homeless Management Information System (HMIS) means the information system designated by the Continuum of Care to comply with the HUD's data collection, management, and reporting standards and used to collect Participant-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

Housing First – a philosophy of providing housing to homeless individuals that focuses on providing services to individuals once they are in housing to assure housing stability and does not require sobriety, medication compliance or agreement to participate in specific services as a condition of receiving assistance.

Housing Stability Case Management – case management provided to households receiving rapid rehousing assistance which may or may not be linked to short- or medium- term rental assistance and other financial assistance. Housing stability case management focuses on addressing the immediate need for housing, stabilizing families and individuals in housing and connecting households to mainstream resources to ensure long term housing sustainability.

Housing Search and Placement – assistance to specifically identify and place households in appropriate, affordable housing for households receiving rapid re-housing assistance. This includes connecting households with properties that have low barriers to accessing housing, negotiating fees, facilitating move in dates and identifying appropriate areas for housing based on household wants and needs.

Metropolitan City means a city that was classified as a metropolitan city under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available. This term includes the District of Columbia.

Participant Share – the amount of monthly contribution a household enrolled in rapid re-housing must contribute to rent.

Permanent Supportive Housing – deeply affordable housing with comprehensive services that are voluntary and tenant-centered.

Permanent Housing – housing that does not have occupancy limits. This can include market rental housing, subsidized housing, supportive housing and other types of housing where individual tenants hold a lease.

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

Program income shall have the meaning provided in 2 CFR Part 200.80 and 24 CFR Part 576.2. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient.

Program participant means an individual or family who is assisted under ESG program.

Program year means the consolidated program year established by the recipient under 24 CFR part 91.

Recipient means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by HUD to assume financial responsibility and enters into a grant agreement with HUD to administer assistance under this part.

State means each of the several States and the Commonwealth of Puerto Rico

Subrecipient means a unit of general purpose local government or private nonprofit organization to which a recipient makes available ESG funds.

Territory means each of the following: the Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

Unit of general purpose local government means any city, county, town, township, parish, village, or other general purpose political subdivision of a State.

Urban county means a county that was classified as an urban county under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds is made available.

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

DEFINITION OF A HOUSEHOLD

The Equal Access Rule provides that recipients of HUD funds, including recipients and subrecipients of CoC and ESG Program funds must serve individuals/families as they present regardless of marital status, actual or perceived sexual orientation, or gender identity. **For HUD's homeless assistance programs, this means a family is defined as a group of persons residing together, and such group includes, but is not limited to per §5.403 Definitions:**

Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Displaced family means a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief.

Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

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

- 1) A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- 2) A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family;
 - f. The remaining member of a tenant family (does not include live-in aide(s)).

Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Person with disabilities:

- 1) Means a person who:
 - a. Has a disability, as defined in 42 U.S.C. 423;
 - b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
- 2) Is expected to be of long-continued and indefinite duration;
- 3) Substantially impedes his or her ability to live independently, and
- 4) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- 5) Has a developmental disability as defined in 42 U.S.C. 6001.
- 6) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- 7) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- 8) Means “individual with handicaps”, as defined in §8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Further, the CoC and ESG Program interim rules establish initial eligibility requirements that program participants must meet in order to receive services under a particular program component

(e.g., for RRH assistance funded through the ESG Program, the program participant must be defined at program entry as homeless under Category 1 or Category 4 of the homeless definition).

DEFINITION OF SHARED HOUSING – SEPARATE HOUSEHOLDS/ROOMMATES

It is preferred that each roommate have a separate lease but it is allowed for roommates to be included on one lease as long as terms of their financial commitment are included (e.g., rent amount, security deposit, etc.). Where income must be calculated – either for purposes of eligibility, re-assessment or for determining the amount of rent paid – the ESG RRH Provider must consider the income of each individual as a separate household.

The ESG Program interim rule does not prescribe the type of housing that would qualify as permanent housing and thus allows for shared housing/roommate situations in rapid re-housing. However, participants are in shared housing/roommate situations, there are certain requirements that must be met, and other considerations to keep in mind:

Each household being assisted with ESG rental assistance must have its own separate lease with the property owner to be considered a separate household for the purposes of ESG eligibility (note: subleases are not allowed under ESG). However, providing housing relocation and stabilization services and financial assistance does not require the program participant to have a lease.

As with all tenant-based rental assistance, it is up to the program participant to select a housing unit in which to live and the people with which they will share that housing (if any).

A habitability inspection is required for the unit into which the program participant will be moving - EVEN IF only services are provided. This will help ensure that the individual or family has adequate space and security for themselves and their surroundings, and that the unit is generally habitable (§576.403(c)). Doing this inspection may also help the ESG RRH Provider assess whether this can be a permanent living situation for the homeless household.

All housing for which leasing or rental assistance payments are made must meet FMR and rent reasonableness standards. Rent reasonableness should be determined by considering the reasonableness of the rent in relation to rents being charged for comparable unassisted units, taking into account the location, quality, size, type, and age of unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner. (Note: The FMR for shared housing is the lower of the FMR for the family unit size or the pro-rata share of the FMR for the shared housing unit size. The pro-rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit. For example, in the case of a single person household renting one room in a 4 bedroom house, the FMR used would be the lower of the 1-bedroom FMR or the pro-rata share of the 4-bedroom FMR (1/4 of the 4 bedroom FMR)).

DEFINITION OF MIXED-ELIGIBILITY HOUSEHOLDS

When a group of individuals identifies as a family and presents as a family for assistance, they must be offered assistance together, as a family. Where members of the family have not been residing together prior to presenting for assistance (e.g., one parent in an emergency shelter and the other parent with children with friends, or other varying combinations), eligibility must be assessed using the adult head of household's (or minor head of household where no adult is present) homeless status. Where there is more than one adult present in the family, the family chooses which adult is the head of household. For example, in the ESG Program, this means that if one adult household member meets the criteria for Category 1 of the homeless definition (and identifies as the head of household) and would be eligible for Rapid Re-housing assistance, the whole family can be eligible for Rapid Re-housing assistance and no income check is required at initial intake.

Where income must be calculated – either for purposes of eligibility, re-assessment or for determining the amount of rent paid – recipients and subrecipients must consider the income of all family members that present for assistance.

Appendix A: Income Documentation Checklist

ESG Rapid Re-Housing Program

Income Verification Documentation Checklist

All applicable verifications, documents, and forms must be copied and placed in the case file. Documents marked with an asterisk (*) are standardized templates

Documentation for each applicable income source is required in all Participant files. Provider must obtain documentation from the “Preferred Documentation” column.

Type of Income	Preferred Documentation	N/A
Wages and Salary, etc.	<input type="checkbox"/> Copy of most recent three paystub(s) <input type="checkbox"/> Written verification of income *	<input type="checkbox"/>
Business Income	<input type="checkbox"/> Copy of most recent federal or state tax return showing net business income	<input type="checkbox"/>
Interest and dividend income	<input type="checkbox"/> Copy of most recent interest or dividend statement <input type="checkbox"/> Copy of most recent federal or state tax return showing interest, dividend or other net income	<input type="checkbox"/>
Pension or retirement income	<input type="checkbox"/> Copy of most recent payment statement or benefit notice from SSA or pension provider <input type="checkbox"/> Written verification of income *	<input type="checkbox"/>
Unemployment and disability income	<input type="checkbox"/> Copy of most recent unemployment, worker’s compensation, SSI, SSDI, or severance payment statement or benefit notice <input type="checkbox"/> Written verification of income *	<input type="checkbox"/>
TANF/public assistance/Cal Works	<input type="checkbox"/> Copy of most recent welfare payment statement or benefit notice/Award Letter <input type="checkbox"/> Written verification of income *	<input type="checkbox"/>
Alimony, child support, foster care payments	<input type="checkbox"/> Copy of most recent alimony, foster care, child support or other contributions or gift payment statements, notice, or order <input type="checkbox"/> Written verification of income *	<input type="checkbox"/>
Armed Forces income	<input type="checkbox"/> Copy of pay stubs, payment statement, or other government issued statement indicating income amount <input type="checkbox"/> Written verification of income *	<input type="checkbox"/>
No Income Reported	<input type="checkbox"/> Self-declaration of income (This is very rarely to be used, and if there no income an explanation must be provided and placed in the Participant file. Appendix K.	<input type="checkbox"/>

*Please see Income and Exclusion Appendix for additional information.

**ESG RRH Providers may use their own Income and Assets Verification Forms.

REV: 06.06.17

Appendix B: Income Inclusions and Exclusions

Income Inclusions and Exclusions – 24 CFR 5.609(b) and (c)

Examples included in parentheses have been added to the regulatory language for clarification.

Income Inclusions

- 1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- 2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- 3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- 4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;**
- 5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;
 - (a) Welfare Assistance
 - a. Welfare assistance received by the family.
 - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- 6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- 7) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.

Income Exclusions

- 1) Income from employment of children (including foster children) under the age of 18 years;
- 2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- 3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;
- 4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- 5) Income of a live-in aide, as defined in 24 CFR 5.403;
- 6) The full amount of student financial assistance paid directly to the student or to the educational institution.
- 7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);
 - a. Amounts received under training programs funded by HUD (e.g., training received under Section 3);
 - b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing

- a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, Multifamily Housing Program Compliance and Monitoring Requirements Exhibit 12-4 fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time; or
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- 8) Temporary, nonrecurring, or sporadic income (including gifts)
 - 9) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
 - 10) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
 - 11) Adoption assistance payments in excess of \$480 per adopted child;
 - 12) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
 - 13) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - 14) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - 15) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.
 - 16) A notice will be published in the *Federal Register* and distributed to identify the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
 - b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);

- c.** Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c])
- d.** Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e.** Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);
- f.** Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, AmeriCorps);
- g.** Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L- 94-540, 90 Stat. 2503-04);
- h.** The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i.** Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j.** Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;
- k.** Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in 'In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)';
- l.** Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m.** The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n.** Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);
- o.** Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p.** Allowances, earnings, and payments to AmeriCorps participants under the National

- and Community Service Act of 1990 (42 U.S.C. 12637[d]);
- q.** Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
 - r.** Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
 - s.** Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

ESG RAPID RE-HOUSING PROGRAM

Appendix C: Homeless Certification Form

ESG RAPID RE-HOUSING PROGRAM

**EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)
HOUSING STATUS FOR HOMELESS ASSISTANCE
HOMELESS CERTIFICATION FORM**

This form must be completed for each applicant requesting ESG assistance.

ESG Applicant Name: _____

Check one:

- I am a household without dependent children (complete one form for each adult in the household)

- I am a household with dependent children (complete one form for household)
 - Number of persons in the household: _____

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. Check the Category(ies) that apply to this household.

CATEGORY 1 – Literally Homeless

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

- The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, street/sidewalk, abandoned building, bus station, airport, or camp ground.

- I [and my children] are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including shelters, transitional housing (need SHRA’s authorization to enter program from 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

ESG RAPID RE-HOUSING PROGRAM

CATEGORY 2 - Imminent Risk of Homelessness (must have SHRA written approval; Bringing Families Home Program Participants DO NOT need SHRA's prior approval)

The individual or family:

1. Has income below 30 percent of median income for the geographic area (see income documentation form); **AND**
2. Lacks sufficient resources to attain housing stability. [*e.g., family, friends, faith-based or other social networks NOT immediately available*] to prevent them from moving to an emergency shelter or another place described in category 1 of the homeless definition.

Evidence of the second eligibility criterion (#2 above) for this Applicant is:

- Source documents (*e.g., notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears*); or
- To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g., former employer, public administrator, relative*) or written certification by the intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria of the definition of “at risk of homelessness”; or
- If source documents and third-party verification are unobtainable, a written statement by intake staff describing the efforts taken to obtain the required evidence.

The person(s) listed above meets all of the following risk factors:

- Has an annual income below 30% of median family income for Sacramento; and
- Have insufficient resources immediately available to attain housing stability; and
- No subsequent residence has been identified; and meets one of the following conditions:

The person(s) listed above meet one or more of the following risk factors:

- Has moved frequently because of economic reasons; or
- Is living in the home of another because of economic hardship; or
- Has been notified that their right to occupy their current housing or living situation will be terminated within 14 days after the date of application of assistance; or

ESG RAPID RE-HOUSING PROGRAM

- Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; or
- Lives in severely overcrowded housing; (in a single-room occupancy or efficiency apartment unit in which more than two persons, on average, reside or another type of housing in which there reside more than 2 persons per room, as defined by the U.S. Census Bureau.); or
- Is exiting a publicly funded institution; or system of care, (such as a health-care facility, mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

Evidence of risk factors for this Applicant is:

- Source documents (*e.g., notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears*).
- To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g., former employer, public administrator, relative*) or written certification by the intake staff of the oral verification by the relevant third party **or**
- If source documents and third-party verification are unobtainable, a written statement by intake staff describing the efforts taken to obtain the required evidence.

CATEGORY 3 - Homeless under other Federal statutes (must have SHRA written approval)

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;

ESG RAPID RE-HOUSING PROGRAM

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 two or more barriers defined as follows:

CATEGORY 4 - Fleeing/Attempting to Flee Domestic Violence

A household is considered homeless who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent 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

I certify that the information above and any other information I have provided in applying for ESG assistance is true, accurate and complete. I understand that fraud is investigated by the Sacramento Housing and Redevelopment Agency, local law enforcement, state and the Department of Housing and Urban Development, Office of Inspector General, and may be punished under Federal laws to include, but not limited to, 18 U.S.C. 1001 and 18 U.S.C. 641. (6) I understand that if any of these certifications is found to be false, I will be subject to criminal, civil and administrative penalties and sanctions.

ESG Applicant Signature (blue ink): _____ Date:

ESG Applicant Printed Name: _____

For official use only:

ESG Staff Certification

I understand that third-party verification must be provided and is the preferred method of certifying homeless status for an individual or family who is applying for ESG assistance. I understand self-declaration of housing status is only permitted when I have attempted to but cannot obtain third party verification.

ESG RAPID RE-HOUSING PROGRAM

Documentation of third-party verification as reflected on page 5 of this form is to be placed behind this form in the client file.

ESG Provider Staff Signature (Blue Ink): _____

Date: _____

ESG Provider Printed Name: _____

Name of Referring Agency:

Authorized Agency Representative Signature (Blue Ink): _____

Date: _____

Authorized Agency Representative Printed Name: _____

ESG RAPID RE-HOUSING PROGRAM

RECORDKEEPING REQUIREMENTS

THIRD-PARTY EVIDENCE IS THE PREFERRED

RECORDKEEPING REQUIREMENTS	CATEGORY 1	Literally Homeless	<ul style="list-style-type: none"> • Written observation by the outreach worker; <u>or</u> • Written referral by another housing or service provider; <u>or</u> • Certification by individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution-one of the forms of evidence above; and: <ul style="list-style-type: none"> ○ <i>Discharge paperwork <u>or</u> written/oral referral, <u>or</u></i> ○ <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	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must level <u>or</u> • For individual and families leaving a motel-evidence that they lack the financial resources to stay; <u>or</u> • A documented and verified oral statement; and <ul style="list-style-type: none"> ○ <i>Certification that no subsequent residence has been identified; <u>and</u></i> ○ <i>Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing</i>
	CATEGORY 3	Homeless under other Federal statutes	<p>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></p> <p>Certification of no Permanent Housing in last 60 days; <u>and</u></p> <p>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></p> <p>Documentation of special needs <u>or</u> 2 or more barriers</p>
	CATEGORY 4	Fleeing/ Attempting to Flee Domestic Violence	<p><i>For victim service providers:</i></p> <ul style="list-style-type: none"> ○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have not subsequent residence; and they lack resources. Statement must be documented by a self-certification or certification by the intake worker. <p><i>For non-victim service providers:</i></p> <ul style="list-style-type: none"> ○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of

ESG RAPID RE-HOUSING PROGRAM

			<p>the individual or family is not jeopardized, the oral statement must be verified; <u>and</u></p> <ul style="list-style-type: none">○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u>○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.
--	--	--	---

ESG RAPID RE-HOUSING PROGRAM

RECORDKEEPING REQUIREMENTS

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

ESG RAPID RE-HOUSING PROGRAM

Appendix D: Fair Market Rent and Maximum Per Household Rent Assistance Amounts

Program Entry			
<i>Income limit information:</i>			
Update annually with issuance of State Income Limits; the 30% AMI column for households with nine or more will automatically populate			
Family Size		2022 AMI	30% AMI
1	person	\$71,540	\$21,300
2	people	\$81,760	\$24,350
3	people	\$91,980	\$27,400
4	people	\$102,200	\$30,400
5	people	\$110,376	\$32,850
6	people	\$118,552	\$37,190
7	people	\$126,728	\$41,910
8	people	\$134,904	\$46,630
9	people	\$143,080	\$65,282
10	people	\$151,256	\$69,012
11	people	\$159,432	\$72,743
12	people	\$167,608	\$76,473
13	people	\$175,784	\$80,204
14	people	\$183,960	\$83,934
15	people	\$192,136	\$71,640
16	people	\$200,312	\$91,395
REV: 09.21.2022			

RRH Rental Assistance Maximum Levels					
Units Types	2023 FMR	Assistance Levels Calculated Off FMR			
		0-9% AMI	10-14% AMI	15-24% AMI	25-30% AMI
Efficiency	\$1,277	\$1,022	\$766	\$639	\$511
1 Bdrm	\$1,400	\$1,120	\$840	\$700	\$560
2 Bdrm	\$1,756	\$1,405	\$1,054	\$878	\$702
3 Bdrm	\$2,496	\$1,997	\$1,498	\$1,248	\$998
4 Bdrm	\$2,907	\$2,326	\$1,744	\$1,454	\$1,163
5 Bdrm	\$3,343	\$2,674	\$2,006	\$1,672	\$1,337
6 Bdrm	\$3,779	\$3,023	\$2,267	\$1,890	\$1,512
7 Bdrm	\$4,215	\$3,372	\$2,529	\$2,108	\$1,686

Fair market rents as determined for Sacramento County by HUD. Assistance levels will calculate off the market rents as follows: 0-9% AMI = 80% of market; 10-14% AMI = 60% of market; 15-24% AMI = 50% of market; 25-30% AMI = 40% of market. To update on an annual basis, change fair market rents only in yellow cells.

2022 FMRs effective October 1, 2022

ESG RAPID RE-HOUSING PROGRAM

Why you need to determine Fair Market Rent (FMR) and Rent Reasonableness?

- Required by the ESG Program Interim Rule
- Applies to Prevention and Rapid Re-Housing Components
- Both FMR and Rent Reasonableness must be determined
- Cannot exceed the lower of FMR and Rent Reasonableness
- Intended to make sure program participants can remain in their housing after ESG assistance ends

Steps to determine if rent is acceptable for ESG assistance:

- Determine Gross Rent
- Determine Fair Market Rent
- Determine Reasonable Rent
- Complete all steps before client moves in or any lease agreements are signed

How to determine Gross Rent (24 CFR 982.4)

- Rent + Required Fees + Utility Allowance = Gross Rent
- Required Fees – do not include late fees or pet fees
- Utility Allowance – only what tenant pays for separately (not in rent), do not include telephone, cable, satellite TV, or internet services.
- If utilities are included then do not complete the utility allowance tab.

Utility Allowance

Calculation based on unit size (number of bedrooms) and dwelling type, not household or family size

Note - Once a unit is determined to meet the FMR and rent reasonableness requirements, ESG funds may be used to pay for the actual utility costs.

The utility allowance calculation is only used to determine whether the unit meets the FMR standard.

ESG Rapid Re-Housing Vs. CoC Rapid Re-Housing		
Rental Assistance Overview		
	ESG-RRH Rental Assistance (§576.104)	CoC-RRH Rental Assistance (§578.37(a)(a)(ii)) ⁸
Rental Arrears	One-time assistance; up to six months of arrears (SHRA policy – need written approval); FMR test does not apply.	Not eligible
Housing Standards	Rental assistance may be provided if gross rent does not exceed the FMR for the unit.	Rent reasonableness is the applicable rent standard.
Rent Reasonableness	Units must comply with HUD’s rent reasonableness standards.	Units in a structure must comply with HUD’s rent reasonableness standards.

⁸ CoC RRH Providers are to consult with Sacramento Steps Forward on their programs. This table is an illustration of the minor differences between the two HUD programs.

ESG RAPID RE-HOUSING PROGRAM

Example for an all-electric one-bedroom apartment:

Q: What would the total utility allowance be?

A: \$11 + \$7 + \$24 + \$7 + \$15 = \$64

Utility Allowances from Sacramento City and County Housing Authority
Date: 04.01.2015

Allowance categories are differentiated by factors that affect the reasonable consumption requirements of a household.

Allowances for Tenant Furnished Utilities and Other Services.							
Utility or Service	0 BR	1 BR	2 BR	3 BR	4BR	5+ BR	
Heating							
a. Natural	\$ 10	\$ 12	\$ 14	\$ 15	\$ 17	\$ 19	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 10	\$ 11	\$ 14	\$ 17	\$ 20	\$ 23	
d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Cooking							
a. Natural	\$ 4	\$ 4	\$ 5	\$ 8	\$ 9	\$ 10	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 6	\$ 7	\$ 9	\$ 11	\$ 12	\$ 14	
d. Coal / O	NA	NA	NA	NA	NA	NA	
Other Elec							
Lights and A	\$ 21	\$ 24	\$ 32	\$ 40	\$ 47	\$ 55	
Air Conditioning	\$ 6	\$ 7	\$ 11	\$ 15	\$ 19	\$ 23	
Water Heating							
a. Natural	\$ 10	\$ 12	\$ 16	\$ 21	\$ 24	\$ 26	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 13	\$ 15	\$ 22	\$ 27	\$ 31	\$ 34	
d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Water	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	
Sewer	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	
Trash Collection	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	
Range/Microwave	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	If tenant supplied
Refrigerator	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	If tenant supplied
Other: Monthly Elect	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	

ESG RAPID RE-HOUSING PROGRAM

Putting it all together – Gross Rent

Example:

One-Bedroom Contract Rent is \$725.00

Tenant pays for all electricity

Total Utility Allowance = \$64

Total Gross Rent is \$725 + \$64 = \$789

Does the Gross Rent meet the FMR requirement?

Yes, the Gross Rent is under \$860

Utility Allowances from Sacramento City and County Housing Authority
Date: 04.01.2015

Allowance categories are differentiated by factors that affect the reasonable consumption requirements of a household.

Allowances for Tenant Furnished Utilities and Other Services							
Utility or Service	0 BR	1 BR	2 BR	3 BR	4BR	5+ BR	
Heating							
a. Natural	\$ 10	\$ 12	\$ 14	\$ 15	\$ 17	\$ 19	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 10	\$ 11	\$ 14	\$ 17	\$ 20	\$ 23	
d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Cooking							
a. Natural	\$ 4	\$ 4	\$ 5	\$ 8	\$ 9	\$ 10	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 6	\$ 7	\$ 9	\$ 11	\$ 12	\$ 14	
d. Coal / O	NA	NA	NA	NA	NA	NA	
Other Elec Lights and A							
	\$ 21	\$ 24	\$ 32	\$ 40	\$ 47	\$ 55	
Air Conditioning							
	\$ 6	\$ 7	\$ 11	\$ 15	\$ 19	\$ 23	
Water Heating							
a. Natural	\$ 10	\$ 12	\$ 16	\$ 21	\$ 24	\$ 26	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 13	\$ 15	\$ 22	\$ 27	\$ 31	\$ 34	
d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Water							
	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	
Sewer							
	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	
Trash Collection							
	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	
Range/Microwave							
	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	If tenant supplied
Refrigerator							
	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	If tenant supplied
Other: Monthly Elect							
	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$1,277	\$1,400	\$1,756	\$2,496	\$2,907
<u>FY 2022 FMR</u>	\$1,108	\$1,228	\$1,543	\$2,192	\$2,625

ESG RAPID RE-HOUSING PROGRAM

Example for an electric and gas two-bedroom apartment where the Participant also pays water, sewer and trash:

Q: What would the total utility allowance be?

A: \$14 + \$5 + \$32 + \$11 + \$16 + \$57 + \$33 + \$29 = \$197

**Utility Allowances from Sacramento City and County Housing Authority
Date: 04.01.2015**

Allowance categories are differentiated by factors that affect the reasonable consumption requirements of a household.

Allowances for Tenant Furnished Utilities and Other Services.								
Utility or Service	0 BR	1 BR	2 BR	3 BR	4BR	5+ BR		
Heating	a. Natural	\$ 10	\$ 12	\$ 14	\$ 15	\$ 17	\$ 19	
	b. Bottle G	NA	NA	NA	NA	NA	NA	
	c. Electric	\$ 10	\$ 11	\$ 14	\$ 17	\$ 20	\$ 23	
	d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Cooking	a. Natural	\$ 4	\$ 4	\$ 5	\$ 8	\$ 9	\$ 10	
	b. Bottle G	NA	NA	NA	NA	NA	NA	
	c. Electric	\$ 6	\$ 7	\$ 9	\$ 11	\$ 12	\$ 14	
	d. Coal / O	NA	NA	NA	NA	NA	NA	
Other Elec	Lights and A	\$ 21	\$ 24	\$ 32	\$ 40	\$ 47	\$ 55	
Air Conditioning		\$ 6	\$ 7	\$ 11	\$ 15	\$ 19	\$ 23	
Water Heating	a. Natural	\$ 10	\$ 12	\$ 16	\$ 21	\$ 24	\$ 26	
	b. Bottle G	NA	NA	NA	NA	NA	NA	
	c. Electric	\$ 13	\$ 15	\$ 22	\$ 27	\$ 31	\$ 34	
	d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Water		\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	
Sewer		\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	
Trash Collection		\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	
Range/Microwave		\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	If tenant supplied
Refrigerator		\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	If tenant supplied
Other: Monthly Elect		\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	

ESG RAPID RE-HOUSING PROGRAM

Putting it all together – Gross Rent

Example:

Two-Bedroom Contract Rent is \$938.00

Tenant pays for gas, electric, water, sewer and trash

Total Utility Allowance = \$197

Total Gross Rent is \$938 + \$197 = \$1,135

Does the Gross Rent meet the FMR requirement?

No, the Gross Rent is over \$1,086

Utility Allowances from Sacramento City and County Housing Authority
Date: 04.01.2015

Allowance categories are differentiated by factors that affect the reasonable consumption requirements of a household.

Allowances for Tenant Furnished Utilities and Other Services.							
Utility or Service	0 BR	1 BR	2 BR	3 BR	4BR	5+ BR	
Heating							
a. Natural	\$ 10	\$ 12	\$ 14	\$ 15	\$ 17	\$ 19	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 10	\$ 11	\$ 14	\$ 17	\$ 20	\$ 23	
d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Cooking							
a. Natural	\$ 4	\$ 4	\$ 5	\$ 8	\$ 9	\$ 10	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 6	\$ 7	\$ 9	\$ 11	\$ 12	\$ 14	
d. Coal / O	NA	NA	NA	NA	NA	NA	
Other Elec Lights and A	\$ 21	\$ 24	\$ 32	\$ 40	\$ 47	\$ 55	
Air Conditioning	\$ 6	\$ 7	\$ 11	\$ 15	\$ 19	\$ 23	
Water Heating							
a. Natural	\$ 10	\$ 12	\$ 16	\$ 21	\$ 24	\$ 26	
b. Bottle G	NA	NA	NA	NA	NA	NA	
c. Electric	\$ 13	\$ 15	\$ 22	\$ 27	\$ 31	\$ 34	
d. Oil / Oth	NA	NA	NA	NA	NA	NA	
Water	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	\$ 57	
Sewer	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	
Trash Collection	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	
Range/Microwave	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	If tenant supplied
Refrigerator	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	If tenant supplied
Other: Monthly Elect	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	

ESG RAPID RE-HOUSING PROGRAM

CoC RRH Program Providers, please refer to Notice CPD 17-11 (issued by HUD 10.23.17): *Determining a Program Participant's Rent Contribution, Occupancy Charge or Utility Reimbursement in the Continuum of Care (CoC) Program when the Program Participant is Responsible for the Utilities.*

Notice excerpts:

This Notice clarifies HUD's expectation that recipients and subrecipients will consider reasonable monthly utility costs when calculating rent contributions or occupancy charges for program participants who are responsible for paying their own utilities. For the purpose of this notice, "utilities" exclude telephone but include gas, oil, electric, sewage, water, and trash removal.

This Notice applies to recipients and subrecipients that are providing Transitional Housing (TH), Permanent Supportive Housing (PSH), and Rapid Re-Housing (RRH) funded through the Continuum of Care (CoC) Program (24 CFR part 578). Specifically, this notice applies to TH, PSH, and RRH projects in which some or all of the costs of utilities are the responsibility of the program participant.

The CoC interim rule explicitly requires [CoC HUD] RRH projects to calculate rent as the sum of the total monthly rent for the unit and, if the tenant pays separately for utilities, the monthly allowance for utilities established by the public housing authority (PHA) for the area in which the housing is located (24 CFR 578.37(a)(1)(ii)(B)). Therefore, if utilities are not included in a program participant's rent, and rent is part of the CoC's rental assistance calculation, that calculation must incorporate the applicable utility allowance, and the program participant must be reimbursed for any amount that the allowance exceeds the program participant's share of rent. This utility reimbursement may be paid using rental assistance funds.

CoC Program Providers are to consult with Sacramento Steps Forward on Notice implementation.

ESG RAPID RE-HOUSING PROGRAM

California Department of Consumer Affairs ([webpage excerpt below – 11.16.17](#))

<http://www.dca.ca.gov/publications/landlordbook/when-rent.shtml#footnote65>

Shared Utilities

If the utility meter for your rental unit is shared with another unit or another part of the building, then the landlord must reach an agreement with you on who will pay for the shared utilities. *This agreement must be in writing (it can be part of the rental agreement or lease), and can consist of one of the following options:*

The landlord can pay for the utilities provided through the meter for your rental unit by placing the utilities in the landlord's name;

The landlord can have the utilities in the area outside your rental unit put on a separate meter in the landlord's name; or

You can agree to pay for the utilities provided through the meter for your rental unit to areas outside your rental unit.

Shared Utility Meters

Some buildings have a single gas or electric meter that serves more than one rental unit. In other buildings, a tenant's gas or electric meter may also measure gas or electricity used in a common area, such as the laundry room or the lobby. In situations like these, the landlord must disclose to you that utility meters are shared before you sign the rental agreement or lease. If you become a tenant, the landlord must reach an agreement with you about who will pay for the shared utilities..

Rental units in older buildings may not have separate water meters or submeters. California law does not specifically regulate how landlords bill tenants for water and sewer utilities. Ask the landlord if the rental unit that you plan to rent has its own water meter or submeter. If it does not, and if the landlord will bill you for water or sewer utilities, *be sure that you understand how the landlord will calculate the amount that you will be billed.*

SFGate News Article: *Can Apartments in California Charge for Water & Garbage?*

Searching for the right apartment requires you to know all of the costs associated with renting the apartment, including utility costs like water and garbage collection. In California, a landlord can charge you for utilities if your rental agreement or lease gives the landlord the right to do so -- which is a point of negotiation in the lease agreement. Before signing a lease, it is important to determine the type and anticipated amount of utilities charges for the apartment and who is responsible for paying them.

Paying Apartment Utility Charges

Although California law regulates the landlord-tenant relationship in many respects, it does not specifically state whether the landlord or tenant is responsible for paying utility charges and garbage collection. Who pays these charges depends on your particular circumstances, such as whether your apartment is separately metered for water services or a shared meter is used with other apartments or common areas. Before you sign a lease, find out as much as you can about the utility and garbage collection charges for the apartment. For example, ask how much the prior tenant paid for these charges. Also ask about the age and condition of the appliances in the apartment, such as the water heater, to determine whether they are energy-efficient. Your lease should specify whether you or your landlord is responsible for paying for utilities and garbage collection.

ESG RAPID RE-HOUSING PROGRAM

Shared Utility Meters

California landlords are required to disclose to prospective tenants the use of shared meters for gas or electric services. This disclosure is made before signing a lease. If the disclosure is not made, the tenant can take court action to recover payments made for gas or electric services provided outside the tenant's apartment. However, this disclosure requirement does not apply to shared meters for water or sewer services. *If your prospective landlord intends to bill you for water or sewer services, you need to ask how the bill is calculated to ensure that you will pay only for your usage and not the usage of other tenants or for common areas. The method for calculating your portion of the bill should be stated in your lease.*

Landlord's Failure to Pay for Utilities

If your landlord agrees to pay your utilities but fails to do so, you may be able to have the account for the service put in your name. The California Public Utilities Commission requires providers of metered services, such as gas, water and electricity, to notify tenants before terminating utilities because of the landlord's nonpayment. You can contact the service provider directly in response to a termination notice and request the account for your apartment be put in your name. The service provider must comply with your request if it is practical to do so. You are not required to pay any delinquent charges that are the landlord's responsibility.

ESG RAPID RE-HOUSING PROGRAM

Sacramento

Program Entry

Income limit information:

Update annually with issuance of State Income Limits; the 30% AMI column for households with nine or more will automatically populate

Family Size		2022 AMI	30% AMI
1	person	\$71,540	\$21,300
2	people	\$81,760	\$24,350
3	people	\$91,980	\$27,400
4	people	\$102,200	\$30,400
5	people	\$110,376	\$32,850
6	people	\$118,552	\$37,190
7	people	\$126,728	\$41,910
8	people	\$134,904	\$46,630
9	people	\$143,080	\$65,282
10	people	\$151,256	\$69,012
11	people	\$159,432	\$72,743
12	people	\$167,608	\$76,473
13	people	\$175,784	\$80,204
14	people	\$183,960	\$83,934
15	people	\$192,136	\$71,640
16	people	\$200,312	\$91,395

REV: 09.21.2022

RRH Rental Assistance Maximum Levels

Units Types	2023 FMR	Assistance Levels Calculated Off FMR			
		0-9% AMI	10-14% AMI	15-24% AMI	25-30% AMI
Efficiency	\$1,277	\$1,022	\$766	\$639	\$511
1 Bdrm	\$1,400	\$1,120	\$840	\$700	\$560
2 Bdrm	\$1,756	\$1,405	\$1,054	\$878	\$702
3 Bdrm	\$2,496	\$1,997	\$1,498	\$1,248	\$998
4 Bdrm	\$2,907	\$2,326	\$1,744	\$1,454	\$1,163
5 Bdrm	\$3,343	\$2,674	\$2,006	\$1,672	\$1,337
6 Bdrm	\$3,779	\$3,023	\$2,267	\$1,890	\$1,512
7 Bdrm	\$4,215	\$3,372	\$2,529	\$2,108	\$1,686

Fair market rents as determined for Sacramento County by HUD. Assistance levels will calculate off the market rents as follows: 0-9% AMI = 80% of market; 10-14% AMI = 60% of market; 15-24% AMI = 50% of market; 25-30% AMI = 40% of market. To update on an annual basis, change fair market rents only in yellow cells.

2022 FMRs effective October 1, 2022

ESG RAPID RE-HOUSING PROGRAM
Appendix E: Rent Reasonableness Form

ESG RAPID RE-HOUSING PROGRAM

Rent Reasonableness Form

ESG RRH Provider staff must document in the Participant file using the following worksheet that the rental cost (**including** the utility allowance) is within the Fair Market Rent limits, and the unit is rent reasonable before financial assistance can be provided to a program participant.

- SHRA will also accept a rental market study conducted by the ESG RRH Provider, Sacramento Steps Forward, or a letter (preferably on letter head) from the property owner/landlord verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units.) The rental market study or letter from property owner/landlord is used in lieu of the Rent Reasonableness form then that document must be placed in the Participant file.
- Rental Market Studies: Are to be conducted annually.
- Letter: Updated annually.

See Appendix D: Maximum Per Household Rent Assistance Amounts.

Rent reasonableness is determined on a case-by-case basis. A rent reasonableness must be conducted for three (3) comparable unassisted units and document the basis for the rent reasonableness determinations. Key components of a comparability analysis include:

- *Size*: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- *Housing Condition*: Only units in similar condition should be compared.
- *Location in Community/Accessibility*: In many market location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.)
- *Rent for Unit*: Amount of rent being charged by owner.
- *Utilities Included*: Consider the type and source of utilities (i.e., gas, electrical)
- *Amenities*: Consider such amenities as garage, appliances and lot size. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent.

ESG RAPID RE-HOUSING PROGRAM Rent Reasonableness Form

Participant Name: _____ **File Number:** _____

Landlord to complete the table below based on comparable units in same complex or comparable units in the general area. If landlord cannot provide this information, the case manager must complete this table. Upon completion of the table, case manager should complete the certifications at the bottom of the page. *The owner/landlord may also submit a letter (preferably on letterhead) verifying the comparability of charged rents to other units owned. This form or letter must be placed in the Participant file.*

	Proposed Unit	UNIT #1	UNIT #2	UNIT #3
ADDRESS				
NUMBER OF BEDROOMS				
SQUARE FEET				
TYPE OF UNIT/CONSTRUCTION				
HOUSING CONDITION				
LOCATION/ACCESSIBILITY				
AMENITIES				
UNIT:				
SITE:				
NEIGHBORHOOD:				
AGE IN YEARS				
UTILITIES (TYPE)				
UNIT RENT				
UNIT RENT				
UTILITIES				
GROSS RENT				
HANDICAP ACCESSIBLE?				

REV: 06.06.17

CASE MANAGER CERTIFICATION:

D. Compliance with Fair Market Rent Payment Standards

Fair Market Rent Limit for size and area of service per Exhibit G: Maximum Per Household Rent Assistance Amounts: _____

 PROPOSED CONTRACT RENT + UTILITY ALLOWANCE + FEES = PROPOSED GROSS RENT*

***(MUST NOT EXCEED FAIR MARKET RENT LISTED ABOVE – USE AIC TO CHECK FMR/UTILITY ALLOWANCE AND FILL OUT ABOVE.)**

AND

ESG RAPID RE-HOUSING PROGRAM

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed contract rent for the unit is is not reasonable.

(Printed) Name

Organization

Date

Signature

(signature must be in blue ink)

This form must be placed in the Participant file.

REV: 06.06.17

Appendix F: Habitability Certification

ESG RRH Habitability Standards Certification

Participant Name: _____ **File Number:** _____

Rental Unit Street Address: _____ Apartment #: _____

City, State Zip: _____

All housing assisted under the ESG Rapid Re-Housing Program (RRH) must provide safe and sanitary housing that is in compliance with the habitability standards outlined below and any state or local requirements.

Mark each statement as A for approved or D for deficient. Property must meet all standards in order to be approved.

- _____ **1. Structure and materials:** 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. Access:** The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- _____ **3. Space and Security:** Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- _____ **4. Interior air quality:** 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.
- _____ **5. Water Supply:** The water supply must be free from contamination at levels that threaten the health of individuals.
- _____ **6. Sanitary facilities:** Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
- _____ **7. Thermal environment:** The housing must have adequate heating and/or cooling facilities in proper operating condition.
- _____ **8. Illumination and electricity:** 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.
- _____ **9. Food preparation and refuse disposal:** All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
- _____ **10. Sanitary Conditions:** The housing and any equipment must be maintained in sanitary condition.
- _____ **11. Fire safety:**
- A) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - B) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

ESG RRH Habitability Standards Certification

CERTIFICATION STATEMENT

(Source: Department of Housing and Urban Development: Docket No. FR-5307-N-01)

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

The property meets all of the above standards: Yes
 No

Therefore, I make the following determination:

- The property is exempt from lead based paint requirements due to (select one), and the property is approved for habitability.
 - Property was built in 1978 or later (See Appendix H – Unit Verification Checklist)
 - No child under the age of six will reside in the unit
 - The unit is a zero bedroom or SRO unit
 - The property has had all lead-based paint identified and removed in accordance with HUD regulations.

- The property has passed lead based paint inspection, and the property is approved for habitability
- The property is approved for habitability *contingent upon* passing lead based paint inspection.

PARTICIPANT INSPECTION VERIFICATION

This is to verify that the unit at _____ meets my satisfaction and all the equipment is functioning and working properly. I accept this unit as clean and ready for move in. I certify that at no time have I been directed or asked by CAN-B or VOA staff to withhold information related to my walk through. This document is to be placed in the Participant file.

Printed Participant Name Participant Signature and Date

(note: signatures are to be in blue ink)

Evaluator's Signature: _____

(note: signature to be in blue ink)

Date: _____ Printed Evaluator's Name: _____

This form must be placed in the Participant file.

REV: 08.01.16

Appendix G: Lead-Based Paint Risk Assessment Checklist

**Sacramento ESG Rapid Re-Housing Program
Visual Assessment for Potential Lead-Based Paint Hazards**

Provider: _____ Inspection Date: _____
 Participant Name/ID: _____ Inspector: _____
 Unit Address: _____

A. Need for Visual Assessment	Yes	No
Was the unit built on/after January 1, 1978? (See Appendix H – Unit Verification checklist)	<input type="checkbox"/>	<input type="checkbox"/>
Will there be NO children occupying the unit under the age of 6? If no, write in number of children:	<input type="checkbox"/>	<input type="checkbox"/>
Is the unit a 0 bedroom, elderly or handicapped unit with no children under age six on the lease or expected?	<input type="checkbox"/>	<input type="checkbox"/>
Has the facility been certified lead-based paint free?	<input type="checkbox"/>	<input type="checkbox"/>

If the answers to ANY of the above are “Yes”, a visual assessment is not required.

B. Summary Decision on the Unit (to be completed after the form has been filled in)	
<input type="checkbox"/>	1. Fail If there are any checks under the column headed “Fail” the unit fails the visual assessment. No family with children under age 6 can be assisted in the unit under the RRH program, unless the owner stabilizes the deteriorated paint (requires clearance from a licensed inspector if more than de minimis) or can provide documentation that the unit is free of lead.
<input type="checkbox"/>	2. Inconclusive If there are no checks under the column headed “Fail” and there are checks under the column headed “Inconclusive,” obtain additional information necessary for a decision. Once additional information is obtained, change the rating for the item and record the date of verification.
<input type="checkbox"/>	3. Pass If neither (1) nor (2) above is checked, the unit passes the visual assessment. Any additional conditions described in the right hand column of the form should serve to establish the precondition of the unit and aid in determining whether changes have occurred in the unit between inspections.

C. Visual Assessment of Interior
 Assessment Standards for Interior Rooms:
 This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

Room & Item Are all painted surfaces free of deteriorated paint?	Yes Pass	No Fail	In-con.	Repairs Needed / Comments Also note whether deteriorated surface exceeds de minimis levels (two square feet and/or more than 10 percent of a component).
1. Living Room				
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				
2. Kitchen				
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills, & frames				
Cabinets & sink base				

**Sacramento ESG Rapid Re-Housing Program
Visual Assessment for Potential Lead-Based Paint Hazards**

Room & Item Are all painted surfaces free of deteriorated paint?	Yes Pass	No Fail	In-con.	Repairs Needed / Comments Also note whether deteriorated surface exceeds de minimis levels (two square feet and/or more than 10 percent of a component).
2. Kitchen, cont'd				
Other surfaces				
3. Bathroom				
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills, & frames				
Cabinets & sink base				
Other surfaces				
4 (a). Other Rooms Used for Living and Halls				
<i>Room:</i>		<i>Floor:</i>		<i>Location:</i>
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				
4 (b). Other Rooms Used for Living and Halls				
<i>Room:</i>		<i>Floor:</i>		<i>Location:</i>
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				
4 (c). Other Rooms Used for Living and Halls				
<i>Room:</i>		<i>Floor:</i>		<i>Location:</i>
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				
4 (d). Other Rooms Used for Living and Halls				
<i>Room:</i>		<i>Floor:</i>		<i>Location:</i>
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				

**Sacramento ESG Rapid Re-Housing Program
Visual Assessment for Potential Lead-Based Paint Hazards**

Lead-Based Paint Visual Assessment Continued

Room & Item	Yes Pass	No Fail	In- con.	Repairs Needed / Comments
Are all painted surfaces free of deteriorated paint?				
5. All Secondary Rooms (Rooms not used for living)				
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				
6. Interior Stairs and Common Halls				
Walls				
Floor & baseboards				
Ceiling				
Doors & doorframes				
Windows, sills & frames				
All other surfaces				
D. Visual Assessment of Exterior				
Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.				
Room & Item	Yes Pass	No Fail	In- con.	Repairs Needed / Comments
Are all painted surfaces free of deteriorated paint?				
Also note whether deteriorated surface exceed de minimis levels (20 sq. ft. of total exterior surface area).				
7. Building Exterior				
Walls & fences				
Floors, porches, & decks				
Railings & stairs				
Doors & doorframes				
Windows, sills, & frames				
Play areas & garages				
All other surfaces				

I hereby certify that I have completed a visual assessment for potential lead-based paint hazards at this property on the date shown below and that all information recorded on this form is true and complete to the best of my knowledge.

Printed Name: _____

Signature: _____
(blue ink)

Date: _____

This form must be placed in the Participant file.

REV: 01.17.17

Appendix H: Unit Verification Checklist

Participant Name: _____ File Number: _____

Property Name (if applicable): _____

Property Address & Unit Number: _____

Assessor's Parcel Number (APN): _____ Year Built: _____

(APN and year built can be found on the assessor's website, <http://www.assessor.saccounty.net>)

SECTION 1: Determination of Unit Eligibility - Revised 10.01.16

ITEM	YES	NO	INFORMATION	ATTACHMENT
1	<input type="checkbox"/>	<input type="checkbox"/>	Participant and landlord have a signed lease agreement with Participant & all other adults in the household named on the lease.	Lease agreement
2	<input type="checkbox"/>	<input type="checkbox"/>	Rent is reasonable as certified by the landlord and/or the provider	Rent Reasonableness Checklist
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Property has passed habitability inspection	Habitability Inspection Form
4	<input type="checkbox"/>	<input type="checkbox"/>	Property meets one of the following (select one):	
			<input type="checkbox"/> Property was built in 1978 or later	NONE
			<input type="checkbox"/> Property was built before 1978, and the unit and common area has passed visual inspection for lead AND resident has been provided the HUD "Protect Your Family from Lead in the Home" pamphlet	Lead Paint Inspection Form
			<input type="checkbox"/> Property is exempt from lead-based paint requirements because: <ul style="list-style-type: none"> • No child under age 6 will reside in the unit OR • The unit is a zero bedroom or SRO unit 	NONE
			<input type="checkbox"/> The property has had all lead-based paint identified and removed in accordance with HUD regulations.	Proof of abatement
5	<input type="checkbox"/>	<input type="checkbox"/>	Participant is moving into a unit owned wholly or in part by the RRH provider, proof of at least 3 years past rent is included in file demonstrating that Participant rent is comparable to past rent charged. Rent increases of up to 10 percent to accommodate inflation may be allowed.	NONE
6	<input type="checkbox"/>	<input type="checkbox"/>	One or more adults in the household is a 290 registrant (as indicated in the Intake/Assessment tool), and the property being moved into complies with the requirements of California Megan's Law, as detailed http://www.meganslaw.ca.gov/ .	NONE

SECTION 2: Determination of Participant Eligibility for Rent Assistance BOTH items must be marked "no".
If any items marked "yes", Participant is eligible for other RRH assistance, but NOT for rent assistance.

ITEM	YES	NO	INFORMATION	ATTACHMENT
1	<input type="checkbox"/>	<input type="checkbox"/>	Participant lives in a unit assisted with Project Based Assistance	NONE
2	<input type="checkbox"/>	<input type="checkbox"/>	Participant receives tenant based or project based Housing Choice Voucher rental Assistance	C - Housing Choice Voucher Certification

Unit Verification Checklist Continued

Based on the information in Section 1: Determination of Unit Eligibility, the unit

is eligible for RRH assistance.

is not eligible for RRH assistance.

Based on the information in Section 2: Determination of Participant Eligibility for Rent Assistance, the Participant

is eligible for rental assistance through RRH.

is not eligible for rental assistance through RRH.

Form Completed By: _____
Case Manager Printed Name

_____ Date: _____
Case Manager Signature
(blue ink)

This form must be placed in the Participant file.

REV: 08.01.16

Appendix I: Housing Stabilization Evaluation, Plan and Budget Templates

HOUSING STABILIZATION PLAN EVALUATION⁹

Client(s) Name: _____ Client ID: _____

From Last HSP:

Plan 1: _____ Expected Completion Date: _____

Progress Made: _____

Additional Steps Needed: _____

CIRCLE ONE: In Progress No Longer Working on this Plan Plan Accomplished

Plan 2: _____ Expected Completion Date: _____

Progress Made: _____

Additional Steps Needed: _____

CIRCLE ONE: In Progress No Longer Working on this Plan Plan Accomplished

Plan 3: _____ Expected Completion Date: _____

Progress Made: _____

Additional Steps Needed: _____

CIRCLE ONE: In Progress No Longer Working on this Plan Plan Accomplished

RESOURCES GIVEN DURING TIME IN PROGRAM:

Check all that apply:

- Housing
- Computer Assistance

⁹ ESG provider may use its own form; Staff signature must be in blue ink (wet signature)

- Employment/Resume
- Mental Health
- Health & Wellness
- Transportation
- Food
- Child Care
- Financial/Budgeting
- Legal Information
- Utility Discount information
- Other:

Case Manager Signature: _____ Date: _____

Added: 12.01.16

HOUSING STABILIZATION PLAN¹⁰

Client(s) Name: _____ Client ID : _____

Plan 1: _____ Expected Completion Date: _____

Action Required:

1) _____

2) _____

3) _____

4) _____

Additional information: _____

Potential challenges: _____

Plan 2: _____ Expected Completion Date: _____

Action Required:

1) _____

2) _____

3) _____

4) _____

Additional information: _____

Potential challenges: _____

¹⁰ ESG Provider may use its own form; Staff and Participant signatures must be in blue ink (wet signature)

Plan 3: _____

Expected Completion Date: _____

Action Required:

1) _____

2) _____

3) _____

4) _____

Additional Information: _____

Potential Challenges: _____

RESOURCES PROVIDED DURING LAST 3 MONTHS:

Check all that apply:

- Housing
- Computer Assistance
- Employment/Resume
- Mental Health
- Health & Wellness
- Transportation
- Food
- Child Care
- Financial/Budgeting
- Legal Information
- Utility Discount information
- Other:

Client Signature: _____ DATE: _____

Case Manager Signature: _____ DATE: _____

SAMPLE - MONTHLY BUDGET WORKSHEET¹¹

CLIENT NAME: _____

PROGRAM: _____

HOUSEHOLD NUMBER: _____

ADULTS: _____ M: _____ F: _____

CHILDREN: _____ M: _____ F: _____

INCOME:

TYPE	AMOUNT

HOUSEHOLD EXPENSES:

RENT	
SMUD / PGE	
WATER / GARBAGE / SEWER	
CABLE TV / INTERNET	
TOTAL	

TRANSPORATION EXPENSES:

CAR PAYMENT	
CAR INSURANCE	
MAINTENANCE	
GAS	
BUS PASSES	
TOTAL	

FOOD / GROCERIES / MISCELLANEOUS:

TOTAL INCOME: _____

FOOD / GROCERIES	
TOILETRIES	
CLOTHING	
CHILD CARE	
DEBT PAYMENTS	
PHONE BILL	

¹¹ ESG Provider may use its own form; Staff and Participant signatures must be in blue ink (wet signature)

HEALTHCARE / MEDICATION	
OTHER	
TOTAL	

TOTAL EXPENSES: _____

TOTAL SAVINGS: _____

RESOLUTION / PLAN:

CLIENT: _____ **DATE:** _____

CASE MANAGER: _____ **DATE:** _____

Appendix J: Staff Certification of ESG RRH Assistance

ESG RRH Program

STAFF CERTIFICATION OF ELIGIBILITY FOR RRH ASSISTANCE

Purpose: This form serves as documentation that: (1) The program participant named below meets all eligibility criteria for RRH assistance; (2) This eligibility determination is based on true and complete information; (3) Neither the staff member making this determination nor his or her supervisor are related to the program participant through family, business or other personal ties; and (4) This eligibility determination has not resulted from, nor will result in, any financial benefits to the staff member making this determination, his or her supervisor, or anyone related to them.

Instructions: This form must be completed for each program participant upon the determination of his or her eligibility for RRH assistance. This form must be signed in blue ink and dated by the RRH staff person who makes this determination and that person's supervisor and must be kept in the program participant's case file. This form will remain valid, unless a different staff person re-determines the program participant's eligibility, in which case a new form will be required.

Head of the Household Name:
Names of Other Household Members:

***All members in the household that will benefit from RRH assistance should be listed here.**

Required Certifications: Each person signing below certifies to the following: (1) To the best of my knowledge, the program participant named above meets all requirements to receive assistance under the Rapid Re-Housing (RRH). (2) To the best of knowledge and ability, all of the information used in making this eligibility determination is true and complete. (3) I am not related to the program participant through family, business or other personal ties. (4) To the best of my knowledge, neither I nor anyone related to me has received or will receive any financial benefits for this eligibility determination. (5) I understand that fraud is investigated by SHRA, local law enforcement, state and the Department of Housing and Urban Development, Office of Inspector General, and may be punished under Federal laws to include, but not limited to, 18 U.S.C. 1001 and 18 U.S.C. 641. (6) I understand that if any of these certifications is found to be false, I will be subject to criminal, civil and administrative penalties and sanctions.

RRH Staff Printed Name and Date: _____

RRH Staff Signature in blue ink: _____

RRH Supervisor Signature: _____ Date: _____

This form must be placed in the Participant file.

REV: 08.01.16

**Appendix K: Self-Declaration of No Income, No Assets, Non-Recurring Income
Certification and Student Verification**

ESG RRH Program
CERTIFICATION OF ZERO INCOME

(To be completed by adult household members who are claiming zero income from any source, if appropriate.)

Household Name: _____

1. I hereby certify that I do not individually receive income from any of the following sources:
 - a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
 - b. Income from operation of a business;
 - c. Rental income from real or personal property;
 - d. Interest or dividends from assets;
 - e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
 - f. Unemployment or disability payments;
 - g. Public assistance payments;
 - h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
 - i. Sales from self-employed resources (Avon, Mary Kay, Shaklee, etc.);
 - j. Any other source not named above.

**CERTIFICATION OF ZERO
INCOME Continued**

2. Choose one:

- Currently, I have no income of any kind and while I am seeking employment, there is no definite job offer at this time.

- Currently, I have no income of any kind and I will not be seeking employment at this time.

3. I will be using the following sources of funds to pay for rent and other necessities:

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud and leave me subject to the penalties of Federal, State and local law. False, misleading or incomplete information may result in the termination from the ESG RRH Program.

Participant's Signature: _____
(note: signature to be in blue ink)

Date: _____ Printed Participant's Name: _____

Case Manager's Signature: _____
(note: signature to be in blue ink)

Date: _____ Case Manager's Name: _____

This form must be placed in the Participant file.

REV: 08.01.16



ESG Rapid Re-Housing Program

No Assets Certification

(To be completed by adult household members only, if appropriate.)

Applicant Name _____

1. I/we hereby certify that I/we and our dependents do not have any of the following assets:

- Checking account
- Savings account
- Cash on hand
- Safety deposit box
- 401K account
- Trust funds
- Certificates of deposit
- Stocks
- Bonds
- Money market funds
- Treasury bills
- Land contracts
- Capital investments
- IRA accounts
- Keogh Accounts
- Equity in Real Estate
- Lump Sum Receipts
- Inheritance settlements
- Lottery winnings
- Whole life or universal life Insurance Policies (excluding Term)
- Other Retirement or Pension Funds not named above
- Personal Property held as an investment (e.g., jewelry, antiques, etc.)

2. I/we hereby certify that I/we have not sold or given away assets (including cash, real estate, etc.) for less than fair market value during the past two (2) years.

3. I/we hereby certify that I/we do not have any assets at this time.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud and leave me subject to the penalties of Federal, State and local law. False, misleading or incomplete information may result in the termination from the ESG RRH Program.

Participant's Signature: _____

(note: signature to be in blue ink)

Date: _____ Printed Participant's Name: _____

Case Manager Signature: _____

(note: signature to be in blue ink)

Date: _____ Printed Case Manager's Name: _____

This form must be placed in the Participant file.

REV: 08.01.16



ESG Rapid Re-Housing Program

Non-Recurring Contributions Certification

(To be completed by adult household members only, if appropriate.)

Applicant Name _____

1. I/we hereby certify that I/we do not receive any of the following contributions on a recurring basis:

_____ Cash contributions or gifts from person not living in my household

(Initials)

_____ Assistance, donations, contributions or gifts from organizations; and

(Initials)

_____ Assistance for my/our living expenses such as:

(Initials)

- Rent
- Groceries/food/beverages
- Utilities
- Clothes
- Housekeeping supplies
- Personal care products

2. I/we hereby certify that I/we do not receive any periodic and determinable allowances, such as alimony and child support payments.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination from the ESG Rapid Re-Housing Program.

Signature of Head of Household Printed Name Date

Signature of Applicant Printed Name Date

Signature of Applicant Printed Name Date

This form must be placed in the Participant file.



REV: 08.01.16

Student Status Verification

Date: _____

To: _____

From: _____

Name of Institution or Organization

Apartment Community Name

Address

Management Representative

City, State, Zip

Address

City, State, Zip

Subject: Verification of Information Supplied by an Applicant/Resident for Housing Assistance

Name of Applicant/Resident _____

Address _____

City, State, Zip _____

Social Security Number _____

We are required to verify the student status of individuals 18 years or older of all household members applying for admission to the Emergency Solutions Grant Rapid Re-Housing Program and to re-determine periodically the student status of resident households. This information is to be used in determining the household's eligibility or level of benefits.

To comply with this requirement, we ask your cooperation in completing the applicable items for the applicant/resident listed above and to return this information to the apartment community listed above. Your prompt return of this information will help assure timely processing of the application/recertification. A stamped, self-addressed return envelope is enclosed. The applicant/resident has consented to the release of information as shown below/next page. Thank You.

Continued on next page...

Student Status Verification (continued)

INFORMATION REQUESTED: Check Applicable Box:

Is the above named individual a:

part-time student

full-time student

Date the student enrolled: _____

Is the above noted student enrolled in and receiving assistance under The Workforce Investment Act, Job

Training Partnership Act or a similar government job training program?

 No Yes

If yes, please specify: _____

Comments: _____

Name of School - Stamp/Seal

Print Name/Signature

Date

Title/Telephone Number

RELEASE: I hereby authorize the release of the requested information. There are circumstances, which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

Applicant/Resident Signature

Date

PENALTIES FOR MISUSING THIS CONSENT:

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person, who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 USC 208 (f) (g) and (h). Violations of these provisions are cited as violations of 42 USC 408 (f) (g) and (h).

This form must be placed in the Participant file.



Student Financial Aid-Educational Assistance Verification

Date: _____

To: _____

From: _____

Name of Institution or Organization

Apartment Community Name

Address

Management Representative

City, State, Zip

Address

City, State, Zip

Subject: Verification of Information Supplied by an Applicant/Resident for Housing Assistance

Name of Applicant/Resident

Address

City, State, Zip

Social Security Number

We are required to verify the income of all household members applying for admission as a Emergency Solutions Rapid Re-Housing participant and to re-determine periodically the income of resident households. This information is to be used in determining the household's eligibility or level of benefits. To comply with this requirement, we ask your cooperation in completing the applicable items for the applicant/resident listed above and to return this information to the apartment community listed above. Your prompt return of this information will help assure timely processing of the applicant/recertification. A stamped, self-addressed return envelope is enclosed. The applicant/resident has consented to the release of information as shown below. Thank You.

This form must be placed in the Participant file.



Student Financial Aid-Educational Assistance Verification (continued)

INFORMATION BEING REQUESTED:

(1) Source of Financial Aid/Education Assistance * (2) Amount Received **

\$ _____ Quarter Semester Annual

\$ _____ Quarter Semester Annual

\$ _____ Quarter Semester Annual

* Enter the source of the assistance (e.g., Pell Grant; scholarships). PLEASE **DO NOT** INCLUDE STUDENT LOANS.

** Include amount of Financial Aid/Assistance.

(3) Of the Financial Aid/Assistance listed above, how much is received for tuition:

\$ _____ Quarter Semester Annual

(4) Is a portion or all of the tuition waived for any reason? Yes No

If yes, explain the amount waived _____

Name of Institution or Organization

Date Stamp / Official Seal

Print Name/Signature

Title/Telephone Number

RELEASE: I hereby authorize the release of the requested information. There are circumstances, which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

Applicant/Resident Signature

Date

Student Financial Aid-Educational Assistance Verification (continued)

PENALTIES FOR MISUSING THIS CONSENT:

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person, who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 USC 208 (f) (g) and (h). Violations of these provisions are cited as violations of 42 USC 408 (f) (g) and (h).

NOTE ALL PAGES OF THE STUDENT FINANCIAL AID-EDUCATIONAL ASSISTANCE VERIFICATION PAGE MUST BE INCLUDED (IF APPLICABLE) IN PARTICIPANT FILE, INCLUDING THIS PAGE.



APPENDIX L: Subrecipient Monitoring Procedure and Checklists

EMERGENCY SOLUTIONS GRANT SUBRECIPIENT MONITORING PLAN

INTRODUCTION

The Sacramento Housing and Redevelopment SHRA (SHRA) administers the federal Emergency Solutions Grant (ESG) program on behalf of the City and County of Sacramento. SHRA also administers State ESG for the County of Sacramento and its incorporated cities. Generally, SHRA is responsible for monitoring activities carried out in furtherance of the Consolidated Plan and One-year Action Plans and for ensuring long-term compliance with the requirements of federal ESG (24 CFR 91.230) while the State is the responsible entity for State ESG. This accountability is not limited to activities implemented directly by the State, SHRA or by the City or County of Sacramento, but applies to the programs and activities carried out by Subrecipients. The ESG regulations at 24 CFR 576.108 (D) state that SHRA is responsible for monitoring program activities for progress and compliance with program requirements. ESG Providers (Subrecipients) are required to follow 2 CFR Part 200, OMBs, Circulars and HUD Guidance, as amended from time-to-time.

PURPOSE

The purpose of this plan is to provide information and guidance for SHRA staff to meet the ESG Subrecipient monitoring requirements. The plan gives a step-by-step description of how SHRA conducts monitoring reviews and maintains documentation of visits and resolution of problems.

This monitoring plan describes:

- Objectives of monitoring;
- Monitoring strategy, including risk assessment methodology; and
- Procedures for conducting on-site monitoring, including scheduling visits and monitoring checklists.

The Federal Programs Division is responsible for administration of the ESG program, including overseeing implementation of ESG activities and Subrecipient monitoring.

Federal Programs staff consists of:

- Program Manager, Development & Federal Programs
- Manager, Development & Federal Programs
- Senior Redevelopment Planner
- Community Development Analyst/Specialist

MONITORING OBJECTIVES

The following are the SHRA's objectives:

- To meet federal law and regulatory requirements regarding monitoring ESG activities
- To determine if the Subrecipient is:
 - Carrying out its program and activities as described in the application to HUD and the Subrecipient Agreement;
 - Carrying out its activities in a timely manner, in accordance with the schedule in the Subrecipient Agreement;
 - Charging costs to the project which are eligible under ESG regulations, and reasonable in light of the services or products delivered; and
 - Conducting its activities with adequate control over program and financial performance and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse.
- To assess if the Subrecipient has the capacity to continue to carry out the approved projects as well as other grants for which it may apply;
- To assist Subrecipients in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training;
- To focus our technical assistance/training efforts by identifying problem areas;
- To provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by Subrecipients and not repeated; and
- To ensure that required records are maintained to demonstrate compliance with applicable regulations.

MONITORING STRATEGY

Subrecipient oversight has several components. The strategy and procedures for each are described below.

I. Technical Assistance during Start-up and Implementation

II. In-House Monitoring

III. On-Site Monitoring Visits

I. Technical Assistance during Start-up and Implementation

A. Initial contact (prior to Subrecipient agreement execution)

1. Negotiate scope of service. SHRA staff develops work scope (description of service) for Subrecipient agreement based on application and in consultation with Subrecipient. Work scope should be clear and specific, indicate the eligible activity and national objective being met, and budget, timeline for completing the work, reporting requirements and on-site monitoring.

2. Review pertinent ESG requirements and agreement. Because contracts are lengthy documents, SHRA staff will review critical requirements with each Subrecipient. These may include requirements for procuring services, reporting, recordkeeping, income screening, conflict of interest. (At this time, staff may also request insurance certifications, vendor information, etc., if this has not already been done.)
3. Financial system review. For new recipients (and on an intermittent basis for ongoing recipients), SHRA financial staff will conduct an on-site visit to ascertain that the Subrecipient's financial management system is adequate and appropriate to administer federal funds (e.g., in compliance with 2 CFR Part 200 and OMB circulars). Technical assistance will be provided as necessary to ensure that financial and accounting systems are set up properly.
4. Provide resource materials. Depending on the nature of the activity, SHRA staff will provide written materials to Subrecipients. This may include OMB circulars, CPD notices, and guidebooks such as the HUD Guidebook to Eligible Activities.
5. Technical Assistance Visit. To the extent practicable, SHRA staff will schedule a visit early in the year to detect and resolve problems while they are small. This visit can also be used to make the Subrecipient aware of the monitoring visit at the end of the program. This may help to reduce the anxiety and defensiveness of Subrecipients in connection with the monitoring.

B. Activity Implementation

1. Open Communication. SHRA staff will be available and welcome open communication. SHRA staff will endeavor to build trust with Subrecipients so that when problems arise they can be discussed.
2. Ongoing Guidance. SHRA Staff will keep Subrecipients informed on ESG issues, new guidance from HUD, training opportunities, etc.

II. In-House Monitoring

- A. Review of Payment Requests. SHRA staff will review payment requests and expenditures to ensure compliance with the contract. SHRA staff may visit the Subrecipient's offices to verify that the information contained in their drawdown report is accurate.
- B. Annual Reports. Subrecipients are required to submit annual reports outlining their progress, beneficiaries served, and problems. SHRA staff will contact recipients when there are questions or concerns.
- C. Network in Community. SHRA staff will network with community members to ascertain whether Subrecipients are meeting community needs, working with others to avoid duplication, and offering the best service.
- D. On-Site Monitoring Visits
- E. Calendar. After adoption of the One-Year Action Plans, SHRA staff will establish a master calendar of monitoring visits for nonprofit Subrecipients. SHRA staff will endeavor to visit each recipient at least once a year, but no less than every two years.
- F. Level of Review. SHRA staff will evaluate the level of risk in the contractor's ability or willingness to comply with federal ESG requirements. Depending on the level of risk and the areas of concern, SHRA staff will tailor the monitoring review. For example, a Subrecipient that has recurring

problems in calculating income eligibility may be reviewed in that specific area. The risk analysis evaluation will consider such things as:

- Complexity/risk of activity (e.g., economic development)
- Lack of experience of Subrecipient or turnover in staff
- Difficulty in carrying out activity/lack of progress
- Date of last monitoring
- Past monitoring outcomes
- Ability to resolve previous monitoring findings, concerns, and Recommendations
- Timeliness and adequacy of reports
- Experience with contractor gained from personal contacts, telephone conversations, correspondence

G. Tracking System. A record keeping system will track monitoring visits, correspondence with those monitored, the need to follow-up and the resolution of findings or concerns. One objective in designing this system is its usefulness in evaluating performance for funding decisions in subsequent One-Year Action plans.

H. Procedures for Conducting On-site visits.

1. Pre-visit preparation. SHRA staff will review all information on the Subrecipient that is available in the project file. Pertinent information includes:

- Subrecipient application and One-Year Action Plan
- Subrecipient agreement
- Annual reports
- Payment requests
- Documentation of previous monitoring visits
- Copies of audits
- Correspondence and notes

SHRA staff should plan a strategy for conducting the visit and reviewing the files. This could include determining specific issues to monitor, preparing questions, and identifying individuals with whom to meet.

2. Notification to Subrecipient. SHRA staff will send a letter requesting a monitoring appointment at least two weeks prior to conducting the visit. The letter will give the dates of the visit, the names of SHRA staff, and will request the documents/records/information that should be available when SHRA staff visits.

SHRA staff will follow up with a phone call confirming the date and time of the visit.

3. Conducting the Visit. When conducting a monitoring visit, SHRA staff will follow these steps:
- a. Initial Meeting. An initial meeting will be held with the Subrecipient to discuss such topics as the monitoring procedures that will be followed, the status of unresolved problems, and questions or concerns that may have arisen from the monitor's review of relevant documents. Time will be allowed for the Subrecipient to discuss their own assessment of their program, and their plans for its future development. This is also an opportunity to receive feedback on the SHRA's technical assistance and where it can be improved.
 - b. New Material. SHRA staff will review any material that the Subrecipient has prepared in anticipation of the visit.
 - c. Files. SHRA staff will review pertinent files to verify compliance with federal requirements and the information that has been provided to the SHRA in reports. If SHRA staff determines fraudulent activity in Participant file, SHRA staff may confiscate files for in-depth review, and if deemed necessary, will contact the federal Office of Inspector General. Monitoring checklists will be used to assist in this part of the monitoring. Pertinent files include the following;
 - Documentation of nonprofit status
 - Time and attendance records
 - Personnel records
 - Financial records
 - Participant case files
 - Private vehicle travel records
 - Telephone bills
 - Inventory of equipment and files purchased or leased with ESG funds
 - d. Staff. SHRA staff will interview members of the Subrecipient's staff, and, as appropriate, subcontractor staff to discuss issues and procedures.
 - e. Site Visit. SHRA staff will tour other sites or assisted projects, if applicable.
 - f. Documentation. SHRA staff will keep a clear written record of the steps followed and information reviewed during the visit. The monitoring checklists are the primary way that notes will be kept during the monitoring.
 - g. Exit Meeting. SHRA staff will have an exit conference or other form of consultation with the appropriate Subrecipient staff to present preliminary conclusions resulting from the visit to confirm the accuracy of the conclusions. The Subrecipient will have an opportunity to correct any misconceptions or misunderstandings and provide additional information. They may also report on steps they have already taken to correct the matter.

4. Follow Up to Visit

- A. Monitoring Letters. Upon completing monitoring, a complete written report will be prepared and sent to the Subrecipient with a copy to the Board of Directors or other applicable body or staff.
 - B. Draft letter. If the review has been extensive and there are findings of a serious nature, SHRA staff will provide the Subrecipient with a draft monitoring letter for verification of its information.
 - C. Content. The monitoring letter will describe:
 - Areas monitored
 - Monitoring conclusions, both positive and negative
 - Specific steps the Subrecipient can take to resolve each finding and concern
 - Due date of corrective action for each finding
 - Opportunity to contest any finding
 - Offer of technical assistance or an indication that technical assistance was provided on-site
1. Basis for Monitoring Findings, Concerns, or Recommendations.
 - a. No monitoring findings, monitoring concerns, or monitoring recommendations. If no monitoring findings, concerns, or recommendations are found, monitoring staff will send a letter, within 30 days of the monitoring, to the Subrecipient noting compliance in the areas monitored with its Agreement.
 - b. Monitoring findings. A monitoring finding is a program element that does not comply with Federal statute or regulation, or severe situations involving the alleged misuse of funds, alleged political activity, alleged fraud, etc. The monitoring letter will indicate the *corrective actions* the Subrecipient must take.

The Subrecipient will be given 30 days to provide a response indicating the corrective action it has taken to correct the monitoring finding. SHRA staff will follow up to verify that the monitoring finding has been corrected.

- c. Monitoring concerns. A monitoring concern represents either a potential finding or a program deficiency that should be improved before it leads to a finding. The monitoring letter will include *specific recommendations* for improvement.

The Subrecipient will be given 30 days to respond indicating corrective action it has taken to correct the monitoring concern. As appropriate, SHRA staff will follow up to verify that the action has been taken to resolve the concern.

- d. Monitoring recommendations. Monitoring recommendations are suggestions to improve program operations or program effectiveness. No specific follow up is necessary for recommendations.
2. Follow-up Action. When a Subrecipient fails to meet a target date for corrective or requested actions, SHRA staff will initiate contact. A letter will be sent requesting the status of the corrective or suggested action and warning the Subrecipient of the possible consequences of failure to comply. Depending on the severity of the finding or concern, possible actions include:
 - Suspension of draws until the findings are resolved to the satisfaction of the SHRA;
 - Ineligibility for future ESG funding;
 - Lack of competitiveness for future ESG funding.

If the Subrecipient is making a good faith effort to resolve the finding, the SHRA may establish a new due date.

3. Closing Monitoring Findings. When the SHRA staff finds the Subrecipient has provided satisfactory corrective action, a letter shall be sent to them stating the finding is resolved.

I. Recordkeeping.

1. Overall Monitoring File. As part of the records maintained by funding year, there will be a file for general monitoring information. Documentation in this file will include:
 - Monitoring Plan
 - Monitoring Checklists
 - Risk Analysis, if any
 - Monitoring Tracking Sheet
2. Project Monitoring Files. Subrecipient project files will be maintained for each activity. These files will contain the monitoring history for the activity, including the following:
 - Monitoring letters
 - Checklists/Notes from monitoring visit
 - Subrecipient's response to monitoring findings
 - SHRA's response/clearance of findings

Emergency Solutions Grant Monitoring Checklist: Financial Management Systems

Sample

Subrecipient:

Monitoring Year:

Preparer:

Date:

Subrecipient's Representative:

FINANCIAL MANAGEMENT SYSTEMS

Desk Review of Financial Management Policy and On Site Visit

I. Standards

		Yes	No	N/A	Notes
A.	Records to identify the source and application of funds (including the local matching share and private investment):				
	Is a cash receipts journal utilized?				
	Is there a cash disbursement journal utilized?				
	Is there a general ledger utilized?				
	Are all ESG-related transactions recorded in the Subrecipient's general ledger?				
	Are audit trails utilized to permit tracing of any transaction back to the original source document and forward to summary records?				
B.	The effective control over and accountability for all funds, property and assets:				
	Are there dual signatures required on checks?				

	Are signature stamps/plates used?				
	If yes, does one person have access to both signatures? Are signature stamps/plates locked up securely?				
	Are unused checks kept in a secure area?				
	Are voided checks defaced?				
C.	Proper supporting documentation of accounting records:				
	Is there prior approval of invoices before payment, as evidenced by initial of the Subrecipient's staff on invoice?				
	Are invoices coded with the grant name and number or the general ledger account code?				
	Do invoices include a description of the service being performed or the goods purchased, identification of the vendor, the unit price where appropriate, and the total cost to be charged to the ESG program?				
	Does the Subrecipient have written travel policies?				
	Does documentation show the time, purpose, mode and points of travel, and the expenses charged to ESG funds?				
	Are there any unresolved audit or monitoring findings? If so, why?				
	Are bank statements reconciled monthly by the Subrecipient's staff?				
	If ESG program income is received is it noted in the general ledger and returned to SHRA?				

II. Staff Salaries

A.	Are ESG funds utilized for salaries?				
B.	Does a review of time sheets reveal that staff paid with ESG funds are working on ESG activities?				

C.	Are payments for employees' salaries supported by timesheets indicating actual hours worked on ESG- eligible activities and not percentages?				
D.	Are the ESG salaries and wages reported on the invoice based on supporting payroll documentation?				
E.	If salaries are being paid from more than one source, do the fiscal records clearly define payments among the funding sources?				
F.	Are time and attendance records signed by the employee and the supervisor?				
G.	Are all administrative costs properly classified?				

III. Matching Share

A.	Did Subrecipient supply proof of Match and type of Match?				
B.	Were both cash and/or in-kind match posted to the general ledger on a monthly basis?				
C.	If in-kind match is not posted to the general ledger, can it be tracked and documented separately?				
D.	Are in-kind contributions valued in the following way:				
	Is the value of donated property being properly charged to the appropriate grant year?				

	Was the value properly determined? (For space, the value may not exceed fair market value of comparable space in the same locality. For non-expendable personal property, the value may not exceed the fair market for equipment of the same age and condition. For loaned equipment, the value may not exceed the fair rental value.)				
D.	Are volunteer services recorded to show:				
	The same information kept for volunteer services as is kept for subrecipient/second-tier subrecipient employees?				
	The basis for valuation of personal services, material, equipment, buildings, and land?				

IV. Records Retention

A.	Is the Subrecipient aware that all ESG records must be retained for at least 5 years after close out or the resolution of all audit findings (for non-expendable property, from the date of final disposition)?				
----	---	--	--	--	--

Emergency Solutions Grant Monitoring Checklist: Procurement Standards

Sample

Subrecipient:

Monitoring Year:

Preparer:

Date:

PROCUREMENT STANDARDS

Review: Subrecipient Procurement Policy compliance with applicable Federal, state and local laws including the U. S. Department of Housing and Urban Development (HUD), Federal Regulations at 2 CFR 200.317 through 200.326.

The term “procurement,” as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) Architectural and Engineering (A/E) services, (4) Social Services, and (5) other services.

Desk Review

Yes No N/A Notes

I.	Procurement Procedures				
A.	Procurement Policies:				
	Does the Subrecipient have written procurement policies?				
	Do procurement policies specify who has the authority to initiate purchase requests?				
	Do procurement policies state to avoid purchasing unnecessary items?				
	Do procurement policies state the purchases costs are reasonable?				
	Do procurement policies state that purchase of entertainment, food, alcohol are in eligible				

	(food is eligible if directly serves clients and is included in contract scope of work).				
	Do procurement policies support making an analysis of lease and purchase alternatives to determine the most economical and practical procurement method?				
	Do procurement policies describe method of advertising?				
II.	Cost and Price Analysis:				
	Some form of cost or price analysis must be made and documented for every procurement action for assurance that, before entering into a contract, the price is reasonable, in accordance with 2 CFP Part 200.317 – 200.326.				
III.	Procurement Records:				
	Procurement records for Micro Purchases				
	Procurement records for Sealed Bids				
	Competitive Proposal Process				
	Non-Competitive Proposal Process				
	Credit Card policy followed (note if there is no credit card policy in Procurement Policy)				
IV.	Contract Administration:				
	Is there a system for contract administration maintained to ensure:				
A.	Contractor performance with the terms, conditions, and specifications of the contract?				
B.	Adequate and timely follow up of all purchases?				

C.	Documentation is maintained to verify that contractors met the terms, conditions, and specifications of the contract?				
D.	Disbarment/ Suspension check?				
E.	Federal Award Identification Number (FAIN)?				
F.	DUNS#?				
G.	Reach & Development (R&D) – Yes or No				
V.	Contract Provisions:				
A.	Do contracts provide for legal remedies for breach of contract by the contractor?	X			Provisions are included in SHRA’s contract and/or in ESG exhibits
B.	Do contracts provide a termination clause by the Subrecipient stating conditions under which this can happen?	X			
C.	Do contracts have close-out clauses?	X			
D.	Do all contracts awarded by the Subrecipient and its contractors contain the following clauses:	X			
	Copeland “Anti-Kickback” Act?	X			
	Contract Work Hours and Safety Standards Act?	X			
	Equal Employment Opportunity?	X			
	Non-Discrimination?	X			
	Architectural Barriers Act?	X			
	Drug Free Workplace?	X			
	Conflict of Interest?	X			
	Compliance with Air and Water Acts?	X			
	Byrd Anti-Lobbying Amendment?	X			

Emergency Solutions Grant Rapid Rehousing Participant File Checklist

Sample

Subrecipient:

Monitoring Year:

Preparer:

Date:

	File #		
ELIGIBILITY	Rapid Re-Housing <ul style="list-style-type: none"> • Household is <i>literally homeless</i> – per Category 1 • <u>At initial assessment:</u> <ol style="list-style-type: none"> 1. No income threshold but income needed to determine amount of financial assistance and unit type. • <u>At re-assessment (30-days):</u> <ol style="list-style-type: none"> 1. Income must be <u>at or below 30% AMI</u> 2. Household must have no appropriate subsequent housing options 3. Household must lack sufficient resources and support networks to retain housing 		
	Housing/homeless status documented? 1. 3 rd party (ex. HMIS/comparable database); 2. intake worker observation; or 3. self-certification	Yes/No	
APPLICATION	Program Application completed & signed by program participant & staff	Yes/No	
	Household Identification (e.g., driver's lic., birth cert, ss card, passport, adoption papers, custody agreement, DHA ID)	Yes/No	
INCOME	# in family:		
	<i>Look up & note 30% AMI for family size for area</i>	\$	
	Income (entry and re-assessment) and asset (re-assessment) documentation for household present and current? AIC in file?	Yes/No	

	Initial Assessment: <i>document income to determine amount of financial assistance and unit type.</i>	\$	
	Re-evaluation: income at or below 30% AMI?	Yes/No	\$
HMIS	Note one: HMIS or Comparable Database (CD)		
	HMIS/CD entry date:		
	HMIS/CD exit date, if applicable:		
	HMIS/CD consent (release of information) present & signed	Yes/No	
	Does program participant reside in public housing or receive another type of rental subsidy assistance? (if yes, only program participant's portion of rental arrears is eligible; rent is ineligible)?	Yes/No	
	Is there a rental application fee? If so, how much?	Yes/No	\$
	Security deposit is equal to no more than 2 months' rent? Note amount. Over 2 month's is ineligible.	Yes/No	\$
	Rental assistance is less than or equal to nine months (including arrears)? If more than nine months is SHRA authorization in the file? Assistance cannot exceed 24-months.	Yes/No	
	Rental arrears are less than or equal to 6 months (one-time payment)?	Yes/No	
	Is last month's rent amount the same as one month of rent?	Yes/No	
	Are late fees for rent (other than one-time payment of arrears) paid with ESG funds (this is ineligible)	Yes/No	
	If utility deposit note amount.	Yes/No	\$
Utility assistance is less than or equal to nine months (including arrears)? If more than nine months is SHRA authorization in the file? Assistance cannot exceed 24-months. <ul style="list-style-type: none"> • partial payment counts as one month • account must be in program participant's name or name of person in same household or person must provide proof of responsibility to make payment 	Yes/No	\$	

Utility arrears are less than or equal to 6 months for each utility?	Yes/No	\$
Moving costs (truck rental/moving company)?	Yes/No	\$
Storage fess less than or equal to 3 months <ul style="list-style-type: none"> Fees accrued after program participant began receiving assistance Fees accrued before program participant moved into permanent housing (this is not eligible). 	Yes/No Yes/No	\$
All assistance has 3 rd party documentation (e.g., bill/notice/letter/lease)?	Yes/No	
Housing stability plan completed?	Yes/No	
Meetings with case manager documented (file notes)?	Yes/No	
Re-assessment for assistance conducted every 3 months, including updates on (all of): income/assets, housing options, financial resources/support networks, housing stability plan, case notes. If assistance is over nine months is SHRA written consent in the file?	Yes/No	<i>Date of re-assessment:</i>
Is client connected with services (e.g., mainstream housing, health, social services, employment, education, and youth programs)? Case management or housing stability plan notes, flyers, etc.	Yes/No	
Notification of Violence Against Women Act or the Family Violence Prevention & Services Act (VAWA) in file? Examples of notification: Application, client participation form, VAWA form, etc.	Yes/No	
Was client provided with copy of Grievance Policy?	Yes/No	
Have any payments been made directly to program participant (this is not eligible)?	Yes/No	
Is program participant is required to pay a portion of the rent? Is ESG Assessment Tool in file?	Yes/No	

UNITS	Lease in file, complete and signed (must be between owner and program participant)? Lease not required if assistance is only for rental or utility arrears, security deposit only; subleases are not eligible	Yes/No	
	Indicate the number of bedrooms on the lease.		
	Unit rent (from lease): <i>document rent amount and note that it matches ESG Assessment Tool in file (AIC and Financial Assistance pages)</i>	\$	
	<i>Look up & note Fair Market Rent for area</i>	\$	
	If utilities are paid by client did Provider correctly fill out the Housing Authority Utility Allowance in the ESG Assessment Tool? If utilities are included in rent Housing Authority Utility Allowance will be zero.	Yes/No	
	*Unit meets Fair Market Rent (not applicable to rental arrears); ESG Assessment Tool in file?	Yes/No	
	*Unit meets rent reasonableness (form in file?)	Yes/No	
	Habitability Standards Checklist documented and signed; if unit was constructed before 1978 did Provider and Participant sign the Lead-Based Paint disclosure?	Yes/No	
	If unit constructed before 1978 with pregnant woman and/or children under 6, is a Lead-Based Paint Visual Assessment conducted and signed?	Yes/No	
Unit Verification Checklist completed and signed?	Yes/No		

***N/A when utility-only assistance is provided**

CLIENT FILE STRUCTURE

Household files are to be tabbed with the Household name and Participant file number. Each file must contain the original move-in paperwork, including initial certification and lease (if applicable), the current re-assessments and all preceding re-assessments. Participant files must contain ESG RRH Desk Guide forms OR similar ESG Provider forms.

Suggested documents and file order:

Section 1

- RRH File Approval
- Release of Information
- HMIS Consent
- Participant Information Sheet
- Assessment and Scoring Sheet
- Staff certification of RRH eligibility
- Case file assignment and transfer

Section 2

- Congratulations – welcome to the program letter
- HMIS / Proof of Enrollment
- Grievance Form
- Homeless Certification
- Proof of Income / Assets
- Agency Income Calculation Form (AIC) / Tool
- Monthly amount of assistance (Tool)
- Copies of identification

Section 3

- Landlord acceptance letter
- Approval letter
- Participant agreement
- Rent reasonableness form
- Does unit meet FMR Check (Tool)
- Habitability form
- Unit Verification form
- Lead-Based Paint form, if applicable
- Security Deposit Documentation
- Signed lease
- W9 (can be on file with Provider Finance)
- Check request/proof of payments

	<p>Section 4</p> <ul style="list-style-type: none"> ○ Housing Stabilization Plan ○ Budget ○ Case notes ○ Employment search log, if applicable ○ Resume, if applicable <p>Section 5</p> <ul style="list-style-type: none"> ○ Congratulations letter – at re-assessment for program extension ○ Re-assessment Tool and AIC sheet ○ Current income and assets <p>Section 6</p> <ul style="list-style-type: none"> ○ Exit letter to participant and landlord ○ HMIS exit form 	
--	---	--

ADDITIONAL NOTES:

APPENDIX M: Household File Standardization

Household File Standardization

Policy

A permanent file will be maintained for each Household. Information contained in the Household file is confidential. Therefore, all Household files are required to be maintained in a locked file cabinet or in a secure closet with access limited to the Program Director who may allow access to appropriate personnel as necessary to complete the provision of stabilization services or reassessment. “Pink” explanation sheet to be added to Participant file to explain and changes to the file (e.g., audit, correcting an administrative error, etc.)

All forms must be completed and signed with a wet signature.

Procedures

The Household file will consist of a hanging file folder containing a four-part folder with all papers attached with ACCO fasteners.

Household Files

Household files are to be tabbed with the Household name and Participant file number, and arranged in alphabetical order. Each file must contain the original move-in paperwork, including the initial certification and lease, the current recertification/renewal and all preceding recertification/renewals. Participant files must contain ESG RRH Desk Guide forms. Participant files must be retained for five years per ESG regulations. ESG Participant files may be maintained either in hard copy form or electronically.

The four-part, hardboard file folder in a standard color with fasteners used for Household files will be organized with dividers as follows:

- *Section One* – will contain all information pertaining to the Assessment related documents including
 - *RRH File Approval*
 - *Release of Information*
 - *HMIS Consent*
 - *Participant Information Sheet (e.g., Assessment Tool or VI_SPDAT)*
 - *Assessment and Scoring Sheet*
 - *Staff Certification for RRH Eligibility*
 - *Case File Assignment and Transfer*
- *Section Two* – will contain all information pertaining to all necessary Intake and Eligibility Documents including
 - *Congratulations – welcome to the Program letter*
 - *HMIS forms and Proof of Enrollment (HMIS printout)*
 - *Grievance Form*
 - *Homeless Certification*
 - *Proof of Income*

- *Income and Asset Verification per §5.609*
- *Agency Income Calculation (AIC) form and Program Entry Tool*
- *Monthly Assistance*
- *Copies of identification for all household members over 18*
- *Copies of Social Security Cards for all household members over 6*
- *Section 3 – will contain all Housing related documents*
 - *Landlord Acceptance Letter (use template letter for consistency as developed by the ESG RRH Provider)*
 - *Approval letter*
 - *Participant Agreement*
 - *Rent Reasonableness*
 - *Habitability Check*
 - *Unit Verification*
 - *Lead-Based Paint Assessment*
 - *Security Deposit Documentation and Letter to landlord stating that security deposit must be returned to the ESG RRH Provider within 21 days of household move-out, including detailed description and proof of deductions.*
 - *Signed lease*
 - *W9 (if on file; add to tab checklist where the W9 can be located)*
 - *Check Requests/Proof of Payment*
 - *Director of Compliance and Finance/Accountant approval documentation; form or email is acceptable*

- *Section 4* – will contain all Case Management related documents and notes
 - *Housing Stabilization Plan*
 - *Budget*
 - *Case Notes*
 - *Employment Search Log, if applicable*
 - *Resume, if applicable*

- *Section 5* – will contain all Reassessment Documents
 - *Congratulations letter – program extension*
 - *Reassessment Tool*
 - *Current Income and Asset Verification per §5.609*
 - *AIC Sheet*

- *Section 6* – will contain program exit documentation
 - *Exit letter (Participant and landlords)*
 - *HMIS exit form*

APPENDIX N: ESG Short-Term Rental Assistance Agreement

ESG Short-Term Rental Assistance Agreement

This is to verify that

_____ is/are
(program participant printed name)

Tenant(s) residing at _____
(address of unit)

The tenants have signed a legally binding lease/rental agreement with

_____, effective ____/____/_____.
(landlord/owner) (date of lease)

The rent is \$_____per _____ due on the _____ day of each month.
(month/week)

The owner/landlord/property manager agrees to accept rental payments from _____(ESG RRH Provider) based on the same terms as stated in the tenant(s) lease/rental agreement (§576.106(f)). This rental assistance will be paid by our agency as long as the tenant(s) remain eligible under the Emergency Solutions Grant (ESG) and a participant of the program. *At any point if the tenant(s) no longer meet the program requirements or are exited from the program our agency will inform the landlord/owner/property manager immediately ((§576.106(h)).*

The landlord/owner agrees to inform our agency of lease violations, pending eviction notice or complaint used to commence an eviction against the program participant (tenant). (§576.106(e)).

If unit is owned by a friend or family member, including an ex-spouse, has written approval been received from SHRA? Yes

The ESG RRH Provider manager to check one of the boxes below, and if a portion of rent is paid by _____(ESG RRH Provider), then indicate the agency and tenant portions.

Our agency agrees to pay the full monthly rent amount. Our agency will pay a portion of the monthly rent amount.

\$_____ ESG RRH Provider portion \$_____ tenant portion.

Signature (blue ink) _____ Date _____
Landlord/Property Manager/Owner (print)

Signature (blue ink) _____ Date _____
ESG RRH Provider Program Manager (print)

LEASE AGREEMENTS

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the rental assistance is provided solely for rental arrears (one-time payment for up to 6 months of rent in arrears). When the assistance is solely for arrears, an oral lease agreement may be accepted in placed of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owned are sufficiently documented by the owner’s financial records, rent ledgers, or canceled checks. The lease must be between the program participant and the owner (or their agent, such as a property manager).

DOCUMENTATION

Per section 576.500(h) of the ESG Interim Rule, the rental assistance provider (Volunteers of America) records must include copies of all leases and rental assistance agreements, documentation of payments made to owners for the provision of rental assistance, and supporting documentation of these payments, including dates of occupancy by program participants.

REV: 10.12.16

APPENDIX O: Self-Employment/Independent Contractor Certification

ESG Rapid Re-Housing Program
Self-Employment/Independent Contractor Certification

Company/Business Name: _____ Date: _____

Address: _____

Phone Number(s): _____ Fax: _____

The undersigned self-employed/independent contractor has applied for the temporary Rapid Re-Housing Program. Every income statement of a prospective program participant must be stringently verified. Please complete the requested information below.

I hereby grant to you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located which has been financed under the temporary ESG Rapid Re-Housing Program.

Self-Employed/Independent Contractor Name: _____

Signature (blue ink): _____ Date: _____

INFORMATION REQUESTED:

1) Self-Employment/Independent Contractor Start Date: _____ End Date (if applicable): _____

Present Position/Title: _____

2) Self-Employment/Independent Contractor Profit and Loss Information:

Total Revenue: \$ _____ Total Cost: \$ _____ Gross Profit: \$ _____

Total Expenses: \$ _____ Net Profit \$ _____ Month Quarter Annual Other _____

3) Anticipated changes in the next 12 months: _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

Company/Business Owner or Authorized Representative Name and Title Signature Date

State of _____ }
County of _____ S.S. _____

On _____, _____ before me, _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Telephone Number(s) with area code

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

APPENDIX P: Anticipated Income Certification-Program Entry

ESG Rapid Re-Housing Program
Anticipated Income Certification – Program Entry

Participant Name and File Number: _____

Part I _____
(Participant Initials)

In connection with the temporary ESG Rapid Re-Housing Program in-take application/certification process, I confirm that:

I anticipate receiving the following income: (source) _____ over the next twelve months:

\$ _____ (mark one) Hourly Weekly Bi-weekly Semi-monthly Monthly

Part II _____
(Participant Initials)

In support of this estimate, I will submit one or more of the following by the three month re-assessment (check appropriate boxes):

- Employment or Self-Employment/Independent Contractor Income
- Employment Verification form
- Self-Employment/Independent Contractor Certification form
- Previous year's Federal and State income tax returns
- Other (describe): _____

I understand that not providing proof of income at program re-assessment subjects me to immediate program termination.

I understand that this affidavit is made as part of the qualification procedure to determine eligibility for the temporary ESG Rapid Re-Housing Program and that any misrepresentation herein will be considered a material breach of the ESG Rapid Re-Housing Program and subjects me to immediate program termination.

Under penalties of perjury, I certify the above representations to be true as of the date shown below.

Participant Signature (blue ink)

Date

Participant Print Name

VOA Program Director Signature (blue ink)

Date

VOA Program Director Print Name

(Case Manager Initials)

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

08.25.16



APPENDIX Q: VAWA FORMS

**NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT HUD
FORM 5380**

[Insert Name of Housing Provider¹²]

Notice of Occupancy Rights under the Violence Against Women Act¹³

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.¹⁴ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **[insert name of program or rental assistance]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **[insert name of program or rental assistance]** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

¹² The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

¹³ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

¹⁴ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity at (800) 347-3739.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.hudexchange.info/news/hud-announces-publication-of-final-rule-implementing-vawa-reauthorization-act-of-2013/>.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact WEAVE at [916-920-2952](tel:916-920-2952) or 866-920-2952 (Toll Free) | 916-443-3715 (TDD).

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact WEAVE at [916-920-2952](tel:916-920-2952).

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

For help regarding sexual assault, you may contact your local Police or Sheriff Departments.

Victims of stalking seeking help may contact your local Police or Sheriff Departments.

Additional resources can be found by at <http://www.cityofsacramento.org/Police/Resources/Crime-Victim-Resources>

Attachment: Certification form HUD-5382 [form approved for this program to be included]

Form HUD-5380
(12/2016)

MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD FORM 5381

[Insert name of covered housing provider]

Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

[Insert name of covered housing provider (acronym HP for purposes of this model plan)] is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹⁵ HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.¹⁶ The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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

Eligibility for Emergency Transfers

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

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

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

¹⁵ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

¹⁶ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HP's management office and submit a written request for a transfer to **[HP to insert location]**. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

Confidentiality

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

Emergency Transfer Timing and Availability

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

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

Safety and Security of Tenants

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment (following page): Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Form HUD-5381
(12/2016)

RESOURCES FOR VICTIMS OF CRIME – SACRAMENTO COUNTY

What should you do once you have become a victim of a crime? Crime victims need to know their options. Resources are provided below to help empower you to fight back and find resolution.

First and foremost, file a police or Sherriff's report. If you haven't already done so, be sure to file a report with your local law enforcement agency.

Call 7-1-1 if you are hearing impaired and ask to be connected to any of the resources listed below.

ORGANIZATIONS DEDICATED TO HELPING VICTIMS

City of Sacramento

2-1-1 Sacramento

Phone: 2-1-1 or 1-800-500-4931 or 916-498-1000

A program of Community Link, 2-1-1 Sacramento provides free, confidential information and referral services 24 hours a day, seven days a week. They can refer clients to more than 1,600 community services in the Sacramento area.

My Sister's House

Phone: 916-428-3271 24-Hour Multilingual Helpline.

My Sister's House is the first and only non-profit organization to specifically identify and address the unique needs of women and children impacted by domestic violence in the Central Valley's highly diverse Asian and Pacific Islander community.

River Oak Center for Children

Phone: 916-609-5100

Helping children at risk, troubled teens, and families through mental health services, social services, behavioral therapy, and family counseling.

Sacramento Citizens' Crime Alert Reward Program

Phone: 916-443-HELP

The Sacramento Crime Alert encourages members of the community to assist local law enforcement agencies in the fight against crime by overcoming the two key elements that inhibit community involvement: fear and apathy

Sacramento Crisis Nurseries

Phone: 916-679-3600

24-hour childcare for children 0-6 years old when their parents are experiencing some type of stressful situation which may put the child in an unsafe environment. Can stay anywhere from 24 hours to 30 days.

Resources of Sacramento County continued

Victims of Crime Resource Center

Phone: 1-800-VICTIMS

The Center has operated the state of California's confidential, toll-free 1-800-VICTIMS line since 1984. Primarily through the hotline, McGeorge law students provide resource and referral information to victims and their families, victim service providers, and other victim advocates. Callers receive information on matters such as victims compensation, victims' rights in the justice system, restitution, civil suits, the right to speak at sentencing and parole board hearings, as well as information on specific rights of victims of domestic violence, elder abuse, child abuse, and abuse against the disabled.

Volunteers in Victim Assistance (VIVA)

Phone: 916-570-1690

VIVA is a full service center for victims, witnesses, friends and family members who have experienced a violent crime or trauma.

County of Sacramento

Child Abuse Prevention Council of Sacramento

Phone: 1 (800) Children

Seeks to increase public awareness about issues relating to child abuse and neglect. The intent is to build a community which protects its children by recognizing indicators and responding appropriately.

District Attorney's Victim/Witness Assistance Program

Phone: 916-874-6171

Many victims of crime may suffer physical, emotional, or financial harm due to the crime. Others may face retaliation, intimidation, or may be confused by the criminal justice system. Assistance is available from the Victim/Witness program staff. Trained and experienced advocates provide crisis counseling, orientation to the criminal justice system, community referrals, assistance with applying for victim compensation, a support group for family members of homicide victims, and many other services. Assistance and information is available in several different languages. Special assistance is available to victims of elder abuse and dependent adult abuse.

Family Justice Center – Hope Thrives Here

Phone: 916-875-HOPE

Family violence occurs in our community every day, including elder & child abuse, sexual assault & human trafficking. The Family Justice Center will be a place free from violence, restoring hope and allowing families to thrive.

A Community for Peace

Phone: 916-728-7210

Free services for victims of domestic violence that include: 24-hour crisis line at (916) 728-7210; in-person crisis intervention; short-term peer counseling; safe house referrals; support groups; assistance in obtaining emergency food, clothing, and transportation; court accompaniment and advocacy; hospital accompaniment and advocacy; weekly family law legal clinic; assistance to victims who are filing their own restraining orders; information and referrals; and community education and outreach.

Resources of Sacramento County continued

Restraining Orders

Phone: 916-874-7828 or TTD 916-874-8474

General Information, Civil Harassment, Domestic Violence, Elder or Dependent Adult Abuse, Workplace Violence, and Emergency Protective Orders.

Sacramento County Adult Protective Services

Phone: 916-874-9377

Adult Protective Services (APS) is dedicated to maintaining the health and safety of elderly and dependent adults who are victims of abuse or neglect. APS is a state mandated service program charged with investigating situations involving elderly and dependent adults who are reported to be in danger due to abuse, neglect, exploitation, or hazardous or unsafe living conditions.

Women Escaping a Violent Environment (WEAVE)

Phone: 916-920-2952

WEAVE provides crisis intervention services to women, men and children in Sacramento County who have experienced domestic violence or have been sexually assaulted. It is WEAVE's mission to bring an end to domestic violence and sexual assault in partnership with our community.

Remainder of page intentionally left blank.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION HUD FORM 5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Form HUD-5382
(12/2016)

**EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING HUD FORM 5383**

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

EMPLOYMENT VERIFICATION

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name & address of employer)

Date: _____

RE: _____

Applicant/Tenant Name

Social Security Number

Unit # (if assigned)

I hereby authorize release of my employment information.

Signature of Applicant/Tenant

Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Project Owner/Management Agent

**Return
Form To:**

THIS SECTION TO BE COMPLETED BY EMPLOYER

Employee Name: _____ Job _____

Title: _____

Presently Employed: Yes _____ Date First Employed _____ No _____ Last Day of Employment _____

Current Wages/Salary: \$ _____ (check one)

hourly weekly bi-weekly semi-monthly monthly yearly other _____

Average # of regular hours per week: _____ Year-to-date earnings: \$ _____ from: ____/____/____ through: ____/____/____

Overtime Rate: \$ _____ per hour

Average # of overtime hours per week: _____ Shift Differential Rate:

\$ _____ per hour

Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: \$ _____ (check one)

hourly weekly bi-weekly semi-monthly monthly yearly other _____

List any anticipated change in the employee's rate of pay within the next 12 months: _____; Effective date: _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s):

Additional remarks:

Employer's Signature

Employer's Printed Name

Date

Employer [Company] Name and
Address

Phone #

Fax #

E-mail

NOTE: 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.

Employment Verification (March 2009)