

FULTON COUNTY GOVERNMENT

DEPARTMENT OF COMMUNITY DEVELOPMENT

HOMELESS DIVISION

**EMERGENCY SOLUTIONS GRANT PROGRAM-
COVID-19 (ESG-CV)**

FIRST AMENDMENT TO GRANT AGREEMENT

PROGRAM NAME: AGENCY NAME

ACTIVITY SPONSOR: U.S. DEPARTMENT OF HOUSING & URBAN
DEVELOPMENT THROUGH FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT

ACTIVITY NUMBER: CFDA NUMBER14.231

HUD GRANT: EMERGENCY SOLUTIONS GRANT CORONAVIRUS AID,
RELIEF AND ECONOMIC SECURITY ACT (CARES ACT)

**FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN FULTON COUNTY
GOVERNMENT AND AGENCY NAME**

THIS FIRST AMENDMENT TO GRANT AGREEMENT, is entered into this _____ day of 2023 by and between FULTON COUNTY, Georgia, (the “County”), a political subdivision of the State of Georgia, acting through its Department of Community Development, and AGENCY NAME (hereafter referred to as the "Subrecipient"), a domestic nonprofit organization located at AGENCY ADDRESS.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136, was authorized by Congress to respond to growing effects of COVID-19 and, among other things, provided supplemental funding to the ESG Program (“ESG-CV”) for activities to prevent, prepare for and respond to COVID-19; and

WHEREAS, eligible activities of ESG-CV include reimbursing costs associated with the prevention, preparation for, and response to COVID-19; and

WHEREAS, The US Department of Housing and Urban Development (“HUD”) issued certain waivers for program requirements in order to implement the CARES Act in a memorandum dated April 9, 2020 (“MEGA-WAIVER”); and

WHEREAS, HUD released CPD Notice 20-08, hereinafter referred to as the HUD ESG Notice, providing waivers and alternative requirements for the Emergency Solutions Grant (ESG) Program under the CARES Act; and

WHEREAS, the County has received an allocation of ESG-CV funding and considers the emergency funding for AGENCY NAME as vital and needed to prevent, prepare for, and respond to COVID-19; and

WHEREAS, HUD released CDP Notice 2022-06 which has granted an extension on the ESG CARES Act funding through September 30, 2023 and outlines that the COVID-19 pandemic continues to cause significant risk to the public health and safety of the Nation. These funds are used to prepare, prevent and respond to the COVID 19 pandemic. The ESG program assists people who are homeless or at risk of homelessness with housing and or services. The ESG program also assist people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

WHEREAS, on October 19, 2022, pursuant to Agenda Item 22-0762, the Fulton County Board of Commissioners (“BOC”) approved ESG-CV funding for the following non-profit agencies in the following amounts: Community Assistance Center (\$50,000.00), HOSEA Feed the Hungry and Homeless, Inc. (\$35,000.00), Poverty 2 Prosperity PS Inc. (\$24,650.57), and Society of Saint Vincent dePaul (\$24,654.00); and

WHEREAS, in accordance with the BOC’s approval of Agenda Item 22-0762, the County entered

into a Grant Agreement with **AGENCY NAME** on October 19, 2022; and

WHEREAS, the County has received unused ESG-CV funding back from another non-profit agency in the amount of \$25,032.22; and

WHEREAS, the County desires to split the returned \$25,032.22 in ESG-CV funds between the aforementioned four (4) non-profit agencies such that each above-referenced non-profit agency shall receive an additional \$6,258.00 in ESG-CV funds; and

WHEREAS, Grantee has approved a total amount of **AMOUNT RECOMMENDED FOR FUNDING**, of ESG-CV allocation for the use of the Sub grantee for providing **ESG ACTIVITY** during the COVID-19 emergency.

NOW THEREFORE, in consideration for the mutual promises and other conditions, covenants and obligations made and agreed to by and between the parties it is agreed as follows:

1. SCOPE OF SERVICES

The Subrecipient will be responsible for the administration of an activity entitled “Statement of Work” (hereinafter referred to as “Attachment A”). Available funds will be applied toward the following specific activities in accordance with Cost Reimbursement Budget, attached as Attachment B: **(Homeless Prevention)**.

2. COUNTY/SUBRECIPIENT RELATIONSHIP

The Subrecipient will direct all communications concerning this agreement to the Department of Community Development, Homeless Division, 137 Peachtree Street, SW, Atlanta, GA 30303, or HomelessInfo@fultoncountygga.gov, and will file progress reports as requested by this Office. The Subrecipient, in performing the services under this agreement, will abide by the terms of the budget attached hereto and made apart hereof as Attachment A. The County and the Subrecipient agree to revise this agreement and the attached budget to reflect redistribution of line items as may be necessary. Extensions to Time of Performance may also be granted by the Department of Community Development, subject to approval by the Board of Commissioners.

3. TIME OF PERFORMANCE

The services of the Subrecipient shall be active from **TBD 2023** and shall terminate no later than **September 30, 2023** unless earlier terminated as set forth in this Agreement.

4. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the County under this Agreement for the above services shall not exceed TOTAL **AMOUNT RECOMMENDED FOR FUNDING** and shall be paid in accordance with Cost Reimbursement Budget herein referred to as Attachment B.

METHOD OF PAYMENT

The County agrees to pay to the Subrecipient the amount set forth in Paragraph 4 (Exhibit A) upon submission of a bonafide County Voucher together with the necessary information to document the bill submitted for payment.

5. THIS FIRST AMENDMENT TO GRANT AGREEMENT IS SUBJECT TO AND INCORPORATES ALL OF THE TERMS AND CONDITIONS BELOW:

a. The Subrecipient agrees to administer the program in a manner consistent with federal policy:

HOME, TOGETHER: THE FEDERAL STRATEGIC PLAN TO PREVENT AND END HOMELESSNESS.

b. Provider attests that activity is consistent with “Home, Together: The Federal Strategic Plan to Prevent and End Homelessness” which identifies eight objectives:

- Collaboratively Build Lasting Systems that End Homelessness
 - Insure Capacity and Strengthen Practices to Prevent Housing Crises and Homelessness
 - Identify and Engage All People Experiencing Homelessness as Quickly as Possible
 - Provide Immediate Access to Low-Barrier Emergency Shelter or other Temporary Accommodations to All Who Need It
 - Implement Coordinated Entry to Standardize Assessment and Prioritization Processes and Streamline Connections to Housing and Services
 - Assist People to Move Swiftly into Permanent Housing with Appropriate and Person-Centered Services
 - Prevent Returns to Homelessness through Connections to Adequate Services and Opportunities
 - Sustain Practices and Systems at a Scale Necessary to Respond to Future Needs

c. Duplication of Benefits- the Subrecipient is required to develop adequate policies and procedures to prevent duplication of services that addresses each activity or program assisted with ESG-CV funds. The policies and procedures must include: 1) a requirement that any person or entity receiving assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and 2) a method of assessing whether the use of ESG-CV funds will duplicate financial assistance that is already received from Fulton County or is likely to be received by other funding sources acting reasonably to evaluate need and the resources available to meet that need.

The Subrecipient must provide the County with its Duplication of Benefits policy within 30 days of execution of this First Amendment to Grant Agreement.

6. PARTICIPANT ELIGIBILITY

Based on the type of activity identified in paragraph 1 of this amended agreement, eligible participants for the ESG program are defined as homeless and at risk of homeless by 24 CFR

576.2 and attached in Appendix A. The Subrecipient is required to maintain files that adequately document and meet these requirements for all program participants.

7. LIMITATIONS ON USE: 24 CFR 576.100

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS; as well as administrative activities. The five program components and the eligible activities that may be funded under each are set forth in CFR 576.101-107. See appendix A for complete definitions.

8. HOMELESS ASSISTANCE AND PARTICIPATION: 576.405

To the maximum extent practicable, the Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance. If the Subrecipient is unable to meet the requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities. This involvement may include employment or volunteer services.

The Subrecipient must provide the County with a Certification of Homeless Assistance and Participation within 30 days of execution of this amended agreement.

9. ACCESS TO ESG ASSISTANCE

Subrecipient agrees to participate in the CoC Coordinated Entry with the goal to provide and improve consumer information, referral, assistance and access for those who are chronically homeless, currently homeless, and those who are precariously housed seeking a wide range of long term care services.

10. SYSTEMS COORDINATION REQUIREMENTS: 576.400

The Subrecipient agrees to follow the process and procedures as described below:

(a) Use of the Coordinated Assessment System

Subrecipient further agrees to provide information about the Fulton County Coordinated Entry project and make referrals to the Fulton County Coordinated Intake Assessment Center as appropriate. The Subrecipient agrees to be a collaborating partner who will implement the Coordinated Entry model by directing seekers of housing service to the Fulton County Coordinated Intake Assessment Center or an identified Satellite Office, which will universally provide a safety assessment, prevention, diversion, and tiered rating tool to inform the referral process.

For typical shelter admissions, individuals and families are referred through several means including self-referral, agency referral, Drug Court, Intensive Supervision Program (ISP), Mental Health Association, etc. They must complete a phone screening. If they are deemed eligible and a bed is available, they will be admitted. Anyone not meeting the requirements is referred to County Services, the Homeless Hotline and/or out of County agencies.

Victim of domestic violence means all individuals and families who qualify under paragraph (4) of HUD's definition of "Homeless." This means any individual or family who: (1) 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*; and (2) Has no other residence; and (3) Lacks the resources or support networks to obtain other permanent housing.

If a household is determined to be at risk of harm when an assessment is being conducted, then the coordinated entry staff should refer the household to a victim service provider using referral criteria established for that community based on system design, program capacity, resource limitations, and placement and geography considerations. The coordinated entry process should also have a procedure to safely refer the household to the identified victim service provider, preferably with a warm hand-off including a phone call, transportation, or other transition to the victim service provider.

(b) System and Program Coordination with Mainstream Resources

Subrecipients are expected to work with households to obtain benefits, including income and health coverage, or make referrals to agencies that can assist with this. Documentation of services and referrals will be maintained in the client file.

(c) Written Standards

Subrecipients are expected to comply with established written standards for providing ESG assistance to all program participants as developed by the COUNTY.

(d) Participation in HMIS - The Subrecipient agrees data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the Subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

11. Local Performance Standards

Subrecipients will administer programs and provide information to County related to how the Project meets Performance Standards as have been developed in consultation with the Continuum(s) of Care.

For each Homeless Prevention program, performance will be measured based on the following standards:

- 1) An increase in the percentage of discharged households that maintained permanent housing at program exit by 3% each year.
- 2) An increase in the percentage of discharged households permanently housed three months after exit.
- 3) An increase in the percentage of households that increase cash and non-cash income during program enrollment.

12. LEAD-BASED PAINT HAZARDS: 24 CFR 576.57 (c)

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this First Amendment to Grant Agreement shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular, Part B of said regulations. The Subrecipient shall be responsible for the inspections and certification required under Section 35.14(f) thereof.

13. SHELTER AND HOUSING STANDARDS § 576.403.

The Subrecipient agrees to provide housing that meets the habitability standards as established in 576.403. These standards are found in Appendix C.

Temporary emergency shelters. As permitted by the CARES Act, ESG-CV funds may be used to pay for temporary emergency shelters for individuals and families experiencing homelessness in order to prevent, prepare for, and respond to coronavirus. As permitted by the CARES Act, the use of funds for these shelters (Temporary ONLY) will not be subject to the habitability standards under section 417(c) of the McKinney-Vento Act, shelter standards at 24 CFR 576.403(b), or the environmental review requirements that otherwise apply to the use of ESG funds if the shelters have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus.

14. NON-DISCRIMINATION AND EQUAL OPPORTUNITY: §576.57(a)

The Subrecipient agrees to comply with non-discrimination requirements under the Civil Rights Acts, Regulations, and Executive Orders as follows:

- a. The requirements of Title VII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq., and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR Part 1;
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794);

- c. The requirements under the Non-Discrimination in Employment by Government Contractors and Subcontractors per Executive Order 11246 and the regulations issued under the Order at 41 CFR, Chapter 60;
- d. The Provision of Training, Employment, and Business Opportunities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701;
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these orders, the Subrecipient shall make efforts to encourage the use of minority and women business enterprises in connection with activities funded under this amended agreement;
- f. The requirements that the Subrecipient make known that use of the facilities and services are available to all persons regardless of age, race, creed, color, religion, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap on a non-discriminatory basis.

15. FAITH-BASED ACTIVITIES: §576.406

- (a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG funds.
- (b) 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.
- (c) Any religious organization that receives ESG funds retains its independence from Federal, State, and 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 instruction, 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 statements and other governing documents.
- (d) Any 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.
- (e) ESG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Solutions ESG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the ESG program. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those

portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds. Sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for funded improvements under the program. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (*see* 2 CFR Part 200) voluntarily contributes its own funds to supplement federally funded activities, the recipient or subrecipient has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

16. OTHER FEDERAL REQUIREMENTS 576.407

- (a) General: The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- (b) Affirmative outreach. The Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and sub recipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
- (c) Uniform Administrative Requirements. The requirements of 2CFR part 200 apply to the Subrecipient. These regulations include allowable costs and non-Federal audit requirements.
 - 1. *Accounting Standards*
The Subrecipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - 2. *Internal Controls*
The Subrecipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
 - 3. *Cost Principles*
The Subrecipient shall administer its program in conformance with 2 CFR Part 200,

Subpart E, “Cost Principles”. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- (d) Procurement of Recovered Materials. The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

17. CONFLICT OF INTEREST

Subrecipient agrees that no person who is an employee, agent, consultant officer, or elected or appointed official of the Subrecipient, State recipient, or non-profit (or of any designated public agency) that receives Emergency Solutions Grant amounts pursuant to this First Amended Grant Agreement and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or, who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest in any agreement, sub agreement or amended agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611 (d) and (e).

18. RECORD KEEPING REQUIREMENTS 576.500

The Subrecipient agrees to maintain all records required by the regulations, including, but not limited to:

- Records documenting that ESG activities are eligible
- Records adhere to confidentiality standards; including all records are kept secure and confidential
- Records documenting the eligibility of program participants as homeless or at risk of homelessness
- For homeless prevention, that program participants income is less than 50% (CARES ACT ONLY) of the median family income (MFI) including source documents for income verification
- For each participant that service and assistance provided were eligible and reasonable per 576.101 through 570.106
- If applicable, records documenting rent reasonableness and leases and rental assistance agreements, payment made to owners including dates of occupancy
- Records documenting that each participant received an intake interview
- Records documenting coordination between service providers, mainstream income sources, and the Continuum of Care

- Records documentation that each participant is entered in HMIS or comparable data base for Domestic Violence programs
- Records documenting compliance with fair housing and equal opportunity cross-cutting regulations
- Financial records illustrating appropriate accounting principles per 2 CFR Part 200
- Records accounting for staff time and activities relating to ESG expenditures and draw requests
- Records of procurement of any purchases made with ESG funds
- Any other records necessary to demonstrate compliance with ESG Program

Each Subrecipient must ensure that records are maintained for the five-year period after the date the County submits the final report to HUD as required. The County is required to submit a final report 90 days after complete expenditure of the annual grant award from which assistance was provided through this First Amendment to Grant Agreement.

19. MONTHLY, QUARTERLY AND ANNUAL REPORTING

The Subrecipient must enter all client information in HMIS and submit the monthly report herein referred to as Attachment C (or for Domestic Violence providers – an equivalent system) for all program types. The Subrecipient must check all the DATA for accuracy and more than a 25% error will not be accepted. The County will also require a cumulative annual report as required by HUD.

The subrecipient must enter all client information in HMIS (or for Domestic Violence providers – an equivalent system) for all program types. The Subrecipient must CHECK the DATA – more than 25% error will not be accepted. Data must be uploaded to SAGE.

Additional CARES Act Reporting. Section 15011 of the CARES Act requires that recipients of \$150,000 or more of CARES Act funding submit, not later than 10 days after the end of each calendar quarter, a report containing information regarding the amount of funds received; the amount of funds obligated or expended for each project or activity; a detailed list of all such projects or activities, including a description of the project or activity; and detailed information on any subcontracts or subgrants awarded by the recipient. As outlined in the Office of Management and Budget (OMB) memorandum, M-20-21, existing reporting requirements are anticipated to meet the requirements of section 15011, but the content and format for this reporting is still under development and will need to be reviewed against current program practices.

In addition, the County also requires reporting for financial data for all recipients by the Subrecipient.

20. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

The Subrecipient agrees to comply with the provisions of 24 CFR Part 4 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

21. FLOOD INSURANCE

The Subrecipient agrees to comply with the requirements of the Flood Disaster Act of 1973 (42 U.S.C. 4001 et seq.). No portion of the assistance under this First Amendment to Grant Agreement may be provided without consultation and approval by the County for acquisition or construction purposes.

22. DRUG-FREE WORKPLACE CERTIFICATION

Signature of the Subrecipient on the First Amendment to Grant Agreement certifies that the Subrecipient will comply with the Drug-Free Workplace Act of 1988 by maintaining a workplace that is free from manufacture, distribution, dispensing, possession, or use of controlled substances.

23. OBLIGATIONS OF SUBRECIPIENT WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subrecipient shall remain fully obligated under the provisions of this First Amendment to Grant Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the program with respect to which assistance is being provided under this First Amendment to Grant Agreement to the Subrecipient. Any party which is not the Subrecipient shall comply with all lawful requirements of the Subrecipient necessary to ensure that the program is carried out in accordance with the Subrecipient's assurances and certifications to the County.

24. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this First Amendment to Grant Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this First Amendment to Grant Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

25. SUBAGREEMENTS

The Subrecipient shall not subaward any of the services to be performed under this First Amendment to Grant Agreement without the prior written consent of the County. This provision shall apply to all levels of subawards.

With the consent of the County, the Subrecipient may subaward a portion of the grant through the form of a legal agreement, including an agreement that the pass-through entity considers a contract and must provide the subgrant to the County prior to the execution of the contract.

26. TERMINATION OF FIRST AMENDMENT TO GRANT AGREEMENT FOR CAUSE

If, through any cause, the Subrecipient shall fail to fulfill in timely fashion and proper manner his obligations under this First Amendment to Grant Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports shall, at the option of the County, become its property. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

27. TERMINATION FOR CONVENIENCE

Either party may terminate this First Amendment to Grant Agreement at any time by giving written notice to the other party of such termination, and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 22 above, shall, at the option of the County, become the County's property. All unspent funds shall be returned.

28. CHANGES

The County may, from time to time, require changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, including any decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the County and the Subrecipient, shall be incorporated in written amendments to this First Amendment to Grant Agreement, subject to approval by the Board of Commissioners.

29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. MONITORING AND INSPECTIONS

At any time during the normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the federal government for examination, all of the Subrecipient's records with respect to all matters covered by this First Amendment to Grant Agreement. The Subrecipient will permit the County and the Federal government to audit, examine, and make excerpts or transcripts.

Monitoring will be conducted quarterly.

Areas for Monitoring

The areas for monitoring and oversight include the following:

- **Eligible Activities Requirements** - Ensure those subrecipients are using ESG funds as originally planned and for eligible activities. Determine if costs are properly classified and if spending limits on certain activities have been properly adhered to. Ensure that the activities funded by ESG benefit homeless persons and that they are provided at a reasonable cost.
- **Financial Regulations** - Ensure those Subrecipients are appropriately following financial management requirements.
- **Program Disbursements** - Ensure that Subrecipient draw down funds in compliance with requirements.
- **Procurement and Audits** - Ensure that Subrecipient comply with such requirements.
- **Conflict of Interest, Environmental Compliance, and Other Federal Requirements** - Ensure that Subrecipient comply with these requirements.

There will be annual:

- Physical site inspections of the subrecipient activity locations to observe and insure compliance with the habitability standards.
- Review of subrecipient site client files.
- Interview with staff.
- Review of job titles and job descriptions for all ESG funded positions, insuring that the disbursed ESG funds are being utilized while fulfilling all program policy guidelines.

Monitoring Process:

- Formal and advance notification of the visit;
- Coverage of the areas outlined; and

Clear conclusions and recommendations provided to the grantee following the visit.

31. HATCH ACT

The Subrecipient agrees that no funds provided under this First Amendment to Grant Agreement nor any personnel employed in the administration of this Agreement, shall be in any way or to any extent engaged in the conduct of the political activities in contravention of Chapter 15 Title V, United States Code.

32. COMPLIANCE WITH LOCAL LAWS AND HOLD HARMLESS

The Subrecipient agrees to comply with all local laws and statutes of the State of Georgia and further agrees to hold the County harmless from any and all suits, claims, or actions arising out of the performance of this First Amendment to Grant Agreement.

33. COMPLIANCE WITH FEDERAL REGULATIONS

The Subrecipient agrees to comply with all Federal laws and regulations governing the grant of money under which this First Amendment to Grant Agreement is made available as they apply as of the date of this Agreement, and as such laws and regulations may be amended by the federal government or agencies.

34. LOBBYING AND DISCLOSURE REQUIREMENTS

The Subrecipient agrees to comply with the disclosure requirements and prohibitions of 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (The Byrd Amendment), and the implementing regulations of 24 CFR Parts 4 and 87.

35. INTERGOVERNMENTAL REVIEW

The Subrecipient agrees to comply with the requirements of Executive Order 12372 and the regulations issued under the Order at 24 CFR Part 52, to the extent provided by Federal Register Notice in accordance with 24 CFR 52.3.

36. 2 CFR PART 200 REQUIREMENT

The subrecipient agrees to comply with the requirements of 2 CFR Part 200, appendix II, attached hereto and made a part hereof.

37. HB 87 ILLEGAL IMMIGRATION REFORM

Among other measures, the Illegal Immigration and Reform Enforcement Act of 2011 requires Subrecipient and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five (5) days of receipt. The Department of Audits will create a form affidavit.

Before execution of the contract, a copy of the “The Georgia Security and Immigration Compliance Act Applicant for Public Benefits Affidavit, the Subrecipient, Subrecipient and Sub-Subrecipient Affidavits” will be forwarded to the subrecipient for signature and will be attached to the contract for final execution

38. INSURANCE REQUIREMENTS

1. The Subrecipient shall (at its sole cost and expense) maintain insurance at minimums as shall be reasonably required by the County and including the following:

(A) Prior to commencing work under this First Amendment to Grant Agreement, the Subrecipient shall furnish both of the following to the County for itself and for any subcontractor:

1. Certificates from an insurance company licensed by the State of Georgia showing issuance of workers' compensation coverage for the State of Georgia or a certificate

from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly; and

2. A letter from the Secretary of Georgia Workers' Compensation Board stating the insured employer (Subrecipient) has complied with the workers' compensation statute.

(B) The Subrecipient shall maintain such other insurance (with limits as shown below) as shall protect the Subrecipient and the County from claims for property damage or personal injury, including death, which may arise out of operations under this First Amendment to Grant Agreement, and the Subrecipient shall furnish the County certificates and policies of such insurance. The Subrecipient agrees to follow instructions indicated in each case.

1. General Liability Insurance: Taken out in the name of the Subrecipient and naming the County as an additional insured. Personal injury, including death limits, of \$100,000 for each person and \$250,000 for each accident.
 - Dispositions: Certificate(s) of insurance must be sent to the County prior to commencement of work, sent to the attention of the Program Manager or staff assigned to the project at: The Fulton County Department of Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA 30303, (404) 613-0413; Fax (404) 612-1177.
2. Property Damage: Limits of \$50,000 for each accident and \$100,000 for the aggregate of operations.
 - Dispositions: Certificate(s) of insurance must be sent to the County prior to commencement of work, sent to the attention of the Program Manager or staff assigned to the project at: The Fulton County Department of Community Development, 137 Peachtree Street, S.W., Suite 300, Atlanta, GA 30303, (404) 613-0413; Fax (404) 612-1177.
3. Automobile Liability Insurance: Taken out in the name of the Subrecipient and naming the County as an additional insured. Bodily injury, including limits of \$500,000 for each occurrence, and property and damage limits of \$100,000 for each occurrence.
 - Dispositions: Certificate of insurance must be sent to the County prior to commencement of work, sent to the attention of the Program Manager or staff assigned to the project at: The Fulton County Department of Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA 30303, (404) 613-0413; Fax (404) 612-1177.
4. Professional Liability Insurance: Taken out in the name of the Subrecipient and naming the County as an additional insured. Limits of \$500,000 per claim in annual aggregate.

- Dispositions: Certificate of insurance must be sent to the attention of the Program Manager or staff assigned to the project at: The Fulton County Department of Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA 30303, (404) 613-0413.

(C) Each policy and/or certificate certifying policies shall contain an agreement that the policies will not be changed or canceled without ten (10) days prior written notice to the County, as evidenced by return receipts of registered or certified letters. Such notice shall be sent to the attention of the Community Development Specialist or Program Manager assigned to the project at: The Fulton County Department of Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA 30303, (404) 613-7944.

(D) Each policy must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the County.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to Grant Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

COUNTY:

SUBRECIPIENT: AGENCY NAME

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

AGENCY SIGNATURE AUTHORITY

ATTEST:

ATTEST:

Tonya Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Stanley Wilson
Director of Community Development

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Fulton County Emergency Solutions CV-2 Grant Program
ATTACHMENT A: Statement of Work

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County ESG CV-2 funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

Do not include information on other activities not funded with ESG CV-2.

Goal

TO PROVIDE

Target Population

Individuals and families who are at risk of homelessness.

Number of Beneficiaries

TO BE UPDATED BY SUBRECIPIENT.

Fulton County Emergency Solutions Grant CV Program ATTACHMENT B: Cost Reimbursement Budget

Attach the service-operating budget for the service to be delivered over the Agreement period (**TBD – September 30, 2023**) with the County that applies to the service to be delivered as submitted in your 2020 ESG CV application.

Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with ESG CV including a reimbursement schedule acknowledging draw-downs of ESG CV funds for this activity. Do not include information on other activities not funded with ESG CV. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, food, apparel, or transportation. All requested reimbursements shall include legible supporting authentic invoices and or receipts.

COST REIMBURSEMENT BUDGET

Item	Activity	Secondary Activity Category (see Appendix A)	Total Activity Cost
	Shelter	1. Essential Services: _____	\$00,000
		2. Operations: _____	
	Homeless Prevention	1. Housing Relocation & Stabilization Financial Assistance: \$_____	\$00,000
		2. Housing Relocation & Stabilization Financial Services: \$_____	
		3. Rental Assistance: \$_____	
	Rapid Rehousing	1. Housing Relocation & Stabilization Financial Assistance: \$_____	\$00,000
		2. Housing Relocation & Stabilization Financial Services: \$_____	
		3. Rental Assistance: _____	
	Outreach	1. Essential Services: _____	\$00,000
	Administration	Administration: <u>\$2,000</u>	\$00,000
Subtotal Cost Reimbursement Budget			\$00,000
Total Cost Reimbursement Budget			\$00,000

ATTACHMENT C: Monthly Performance Report

Subrecipient Name: _____

ESG CV Activity: _____

*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (TBD-September 30, 2023).

Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.

1. BENEFICIARY DEMOGRAPHICS

Age Group	Monthly Report	YEAR TO DATE	
	# Served	#Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
Total			
Veteran Status			
No			
Yes			
Total			
Ethnicity			
Black or African American			
White			
Asian			
Other Race or Other Multi-Race			
Total			
Hispanic			
Not Hispanic			
Total			
Gender			
Male			
Female			
Transgendered			
Unknown			
Total			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
Total	

Special Population Served

Subpopulation	Total-Shelter	Total-Prevention	Total-RRH	Total
Veterans				
Victims of Domestic Violence				
Elderly (62 & Older)				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total Unduplicated				
Shelter Utilization			Total	
Number of Beds – Conversion <i>(Enter the number of beds created as a result of conversion of a building to a shelter)</i>				
Number of beds-nights available <i>(Enter the number of beds available in a year including all beds whether or not ESG funded)</i>				
Number of bed-nights provided <i>(Enter the number of beds that were filled each night – include all beds, whether or not ESG funded)</i>				
ESG Expenditures for Homeless Prevention			Total	
Expenditures for Rental Assistance				
Expenditures for Utility Assistance				
Expenditures for Housing Relocation & Stabilization Services-Financial				
Expenditures for Housing Relocation & Stabilization Services-Services				
Expenditures for Homeless Prevention under ESG Program				
Subtotal Homeless Prevention				
ESG Expenditures for Rapid Re-housing			Total	
Expenditures for Rental Assistance				
Expenditures for Utility Assistance				
Expenditures for Housing Relocation & Stabilization Services-Financial				
Expenditures for Housing Relocation & Stabilization Services-Services				
Expenditures for Homeless Prevention under ESG Program				
Subtotal Rapid Re-housing				
ESG Expenditures for Emergency Shelter			Total	
Essential Services				
Operations				
Subtotal Emergency Shelter				
Total ESG Grant Funds			Total	
Total ESG Funds Expended				

Appendix A - DEFINITIONS: 24 CFR 576.2 (CARES ACT exceptions)

At risk of homelessness means:

- (1) An individual or family who:
 - (i) Has an annual income below 50 percent of median family income for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section;
and
 - (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan;
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under sections:
 - a) 387(3) of the Runaway and Homeless Youth Act (42 U.S.C.5732a (3)),
 - b) Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)),
 - c) Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)),
 - d) Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)),
 - e) Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or
 - f) Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C.1786(b)(15)); or
- (3) 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.

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place

- not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- (ii) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or
- (iii) An individual who is exiting an institution where he or she resided for 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:
- (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- (ii) No subsequent residence has been identified; and
- (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b (h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- (iv) Can be expected to continue in such status for an extended period of time 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:
- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- (ii) Has no other residence; and
- (iii) Lacks the resources or support networks, *e.g.*, family, friends, faith based or other social networks, to obtain other permanent housing.

ACTIVITY TYPES

Street outreach component § 576.101

(a) *Eligible costs.* As provided by the CARES Act, the cap established for street outreach and emergency shelter activities in section 576.100(b) does not apply. ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under § 576.2. The eligible costs and requirements for essential services consist of:

- (1) *Engagement.* The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
- (2) *Case management.* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- (3) *Emergency health services.*
 - (i) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
 - (ii) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.
 - (iii) Eligible treatment consists of assessing a program participant’s health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- (4) *Emergency mental health services.*
 - (i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.
 - (ii) ESG funds may be used only for these services to the extent that other appropriate mental

health services are inaccessible or unavailable within the community.

(iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

(iv) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

(5) *Transportation.* The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

(i) The cost of a program participant's travel on public transportation;

(ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and HMIS

(iv) The travel costs of subrecipient staff to accompany or assist program participants to use public transportation.

(6) *Services for special populations.*

ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

(b) *Minimum period of use.* The recipient or subrecipient must provide services to homeless individuals and families for at least the period during which ESG funds are provided.

(c) *Maintenance of effort.* (1) If the subrecipient is a unit of general purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit.

Emergency shelter component § 576.102

(a) *General.* As provided by the CARES Act, the cap established for street outreach and emergency shelter activities in section 576.100(b) does not apply. ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

(1) *Essential services.* ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

(i) *Case management.* The cost of assessing, arranging, coordinating, and monitoring the

delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:

- (A) Using the centralized or coordinated assessment system as required under § 576.400(d);
- (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility;
- (C) Counseling;
- (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- (E) Monitoring and evaluating program participant progress;
- (F) Providing information and referrals to other providers;
- (G) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- (H) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

(ii) *Childcare*. The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

(iii) *Education services*. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development(GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

(iv) *Employment assistance and job training*. The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

(v) *Outpatient health services*. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing

medication and follow-up services; and providing preventive and non-cosmetic dental care.

(vi) *Legal services.*

(A) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.

(B) Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.

(C) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.

(D) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.

(E) Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

(F) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

(vii) *Life skills training.* The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

(viii) *Mental health services.*

(A) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.

(B) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

(C) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

(D) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

(ix) *Substance abuse treatment services.*

(A) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

(B) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

(C) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

(x) *Transportation.* Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:

(A) The cost of a program participant's travel on public transportation;

(B) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(C) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

(D) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

(xi) *Services for special populations.*

ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

(2) *Renovation.* Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

(3) *Shelter operations.* Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

(4) *Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).* Eligible costs are the costs of providing URA assistance under § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.

(b) *Prohibition against involuntary family separation.* The age, of a child under age 18 must not be used as a basis for denying any family’s admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

(c) *Minimum period of use.*

(1) *Renovated buildings.* Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The “value of the building” is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

(i) *Major rehabilitation.* If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

(ii) *Conversion.* If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.

(iii) *Renovation other than major rehabilitation or conversion.* In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.

(2) *Essential services and shelter operations.* Where the subrecipient uses ESG funds solely for essential services or shelter operations, the subrecipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.

(d) *Maintenance of effort.* The maintenance of effort requirements under § 576.101(c), which apply to the use of ESG funds for essential services related to street outreach, also apply for the use of such funds for essential services related to emergency shelter.

Temporary Emergency Shelters

As permitted by the CARES Act, ESG-CV funds may be used to pay for temporary emergency shelters for individuals and families experiencing homelessness in order to prevent, prepare for, and respond to coronavirus.

(i) Eligible costs include: (a) Leasing existing real property or temporary structures to be used as temporary emergency shelters;

(b) Acquisition of real property (e.g. hotels, ancillary structures, parking lots). The total amount of ESG-CV funds used for acquisition must not exceed \$2.5 million per real property;

(c) Renovation (including major rehabilitation and conversion) of real property (e.g., hotels) into temporary emergency shelters. Eligible costs include labor, tools, and other costs for renovation;

(d) Shelter operations costs including the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, supplies necessary for the operation of the temporary emergency shelter;

(e) Services, including essential services under 24 CFR 576.102(a)(1), housing search and placement services under 24 CFR 576.105(b)(1), and housing search and counseling services as provided under 24 CFR 578.53(e)(8); except as otherwise stated in this Notice or 24 CFR part 576.408; and,

(f) Other shelter costs HUD pre-approves in writing.

(ii) Requirements:

(a) As permitted by the CARES Act, the use of funds for these shelters will not be subject to the habitability standards under section 417(c) of the McKinney-Vento Act, shelter standards at 24 CFR 576.403(b), or the environmental review requirements that otherwise apply to the use of ESG funds if the shelters have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus. Recipients and subrecipients must still comply with nondiscrimination and applicable accessibility requirements, including requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Fair Housing Act, and their implementing regulations. See also 24 CFR 576.407(a);

(b) These temporary emergency shelters shall not be subject to the minimum periods of use required by section 416(c)(1) of the McKinney-Vento Act and 24 CFR 576.102(c) and shall be considered as excluded by law from any certifications recipients submit pursuant to 24 CFR 91.225(c)(1) through (c)(4) or 91.325(c)(4)(i) through (c)(4)(iv); however, if funds were used for acquisition or renovation (including conversion or major rehabilitation), the property's use and disposition will be subject to the real property requirements in 2 CFR 200.311;

(c) In general, funds may be used to support temporary emergency shelters to prevent, prepare for, and respond to coronavirus until January 31, 2022. This January 31, 2022 limit will ensure that ESG-CV funds are available to serve more individuals and families with assistance to prevent, prepare for, and respond to coronavirus. However, upon written request by the recipient, HUD may grant an exception to the January 31, 2022 limit, if the recipient demonstrates:

(i) Why additional funding for a longer period of time is necessary and what planned activities the recipient will forgo to continue funding the temporary emergency shelter;

(ii) The number of additional months the recipient will fund the temporary emergency shelter; and

(iii) The plan for connecting program participants to permanent housing when the temporary emergency shelter is no longer funded;

(d) In addition to the records required at 24 CFR 576.500, the recipient must retain documentation that the property or structure or portion of a structure used as temporary emergency shelter met the definition of temporary emergency shelter during the time it was so used. For example, a recipient could document that the property is typically a hotel and is only being used as an emergency shelter for the period of time that public health officials determine special measures are needed to prevent the spread of coronavirus;

(e) Whether or not services are provided as part of temporary emergency shelter, the recipient or subrecipient must assure that for each program participant receiving shelter, the individual or family's service needs are evaluated as required by 24 CFR 576.401(a) and appropriate services are made available as needed in accordance with 24 CFR 576.401(d), and a program participant in temporary emergency shelter shall be eligible to

receive essential services from the recipient or subrecipients other than the program participant's shelter provider;

(f) A temporary emergency shelter may provide space for program participants to receive services consistent with 24 CFR 576.401(d) even if the services are not ESG-funded or not funded as part of the shelter project;

(g) Program participants cannot be required to sign leases or occupancy agreements, receive treatment, or perform any other prerequisite activities as a condition for staying in any shelter or receiving services; and

(h) In all other respects, the funding and operation of temporary emergency shelters must comply with the ESG-CV requirements for emergency shelters under this Notice and 24 CFR part 576.

Homelessness prevention component § 576.103

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, the written standards and procedures established under § 576.400.

Rapid re-housing assistance component § 576.104

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid rehousing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

Housing relocation and stabilization services § 576.105

(a) *Financial assistance costs.* Subject to the general conditions under § 576.103 and § 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

(1) *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.

(2) *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than

2 months' rent.

(3) *Last month's rent.* If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

(4) *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.

(5) *Utility payments.* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 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. No program participant shall receive more than 24 months of utility assistance within any 3-year period.

(6) *Moving costs.* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

(b) *Services costs.* Subject to the general restrictions under § 576.103 and § 576.104, ESG funds may be used to pay the costs of providing the following services:

(1) *Housing search and placement.*

Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- (i) Assessment of housing barriers, needs, and preferences;
- (ii) Development of an action plan for locating housing;
- (iii) Housing search;
- (iv) Outreach to and negotiation with owners;
- (v) Assistance with submitting rental applications and understanding leases;
- (vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
- (vii) Assistance with obtaining utilities and making moving arrangements; and
- (viii) Tenant counseling.

(2) *Housing stability case management.* 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. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

(A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;

(B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention

or rapid rehousing assistance;

(C) Counseling;

(D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

(E) Monitoring and evaluating program participant progress;

(F) Providing information and referrals to other providers;

(G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and

(H) Conducting re-evaluations required under § 576.401(b).

(3) *Mediation*. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

(4) *Legal services*. ESG funds may pay for legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

(5) *Credit repair*. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

(c) *Maximum amounts and periods of assistance*. The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

(d) *Use with other subsidies*. Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

Short-term and medium-term rental assistance § 576.106

(a) *General provisions*. Subject to the general conditions under § 576.103 and § 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. 24 CFR 576.106(a)(2), where medium-rent is defined as “for more than 3 months but not more than 24 months of rent” is waived and an alternative requirement is established where medium-term is established as for more than 3 months but not more than 12 months. This alternative requirement will allow more households to receive rapid re-housing and homelessness prevention assistance, which is necessary to prevent, prepare for, and respond to coronavirus.

This assistance may be short-term rental assistance, medium-term rental assistance, payment of

rental arrears, or any combination of this assistance.

(1) Short-term rental assistance is assistance for up to 3 months of rent.

(2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.

(3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.

(4) Rental assistance may be tenant based or project-based, as set forth in paragraphs (h) and (i) of this section.

(b) *Discretion to set caps and conditions.* Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.

(c) *Use with other subsidies.* Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

(d) *Rent restrictions.*

(1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

For CARES Act funding only: The requirement at 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, is waived so long as the rent complies with HUD's standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement will allow recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus. This waiver provides additional flexibility beyond the waiver made available to the ESG Program on March 31, 2020 and extended to ESG-CV funds on May 22, 2020 by permitting ESG recipients to provide rental assistance for program participants, whose current rent exceeds FMR and by allowing recipients to use this waiver as needed throughout the period they are providing rental assistance to prevent, prepare for, and respond to coronavirus

(2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

(e) *Rental assistance agreement.* The recipient or subrecipient may make rental assistance payments only to an owner with whom the subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental

assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

(f) *Late payments.* The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

(g) *Lease.* Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one year.

(h) *Tenant-based rental assistance.*

(1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.

(2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.

(3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

(i) The program participant moves out of the housing unit for which the program participant has a lease;

(ii) The lease terminates and is not renewed; or

(iii) The program participant becomes ineligible to receive ESG rental assistance.

(i) *Project-based rental assistance.* If the subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

(1) The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.

(2) The subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.

(3) The subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent,

i.e., the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.

(4) The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

(5) The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in § 576.203 or commit funds for a future ESG grant before the grant is awarded.

(j) *Changes in household composition.*

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

HMIS component § 576.107

(a) *Eligible costs.*

(1) The subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:

- (i) Purchasing or leasing computer hardware;
- (ii) Purchasing software or software licenses;
- (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- (iv) Obtaining technical support;
- (v) Leasing office space;
- (vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
- (vii) Paying salaries for operating HMIS, including:
 - (A) Completing data entry;
 - (B) Monitoring and reviewing data quality;
 - (C) Completing data analysis;
 - (D) Reporting to the HMIS Lead;
 - (F) Training staff on using the HMIS or comparable database; and
 - (G) Implementing and complying with HMIS requirements;
- (viii) Paying costs of staff to travel to and attend HUD-sponsored and HUD approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- (ix) Paying staff travel costs to conduct intake; and

(x) Paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

(2) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

(b) *General restrictions.* Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

Hotel/Motel Costs

As permitted under 24 CFR 576.102(a)(3), eligible costs include a hotel or motel voucher for homeless individuals and families where no appropriate emergency shelter is available. Additionally, the limitations on eligible activities provided in section 415(a) of the McKinney-Vento Act and 24 CFR part 576, subpart B are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used for the following hotel or motel costs for individuals and families experiencing homelessness, receiving rapid re-housing assistance under the Continuum of Care (CoC) or ESG programs, receiving homelessness prevention under the ESG program, or residing in permanent supportive housing: The recipient or subrecipient may pay for a hotel or motel room directly or through a hotel or motel voucher. Additionally, funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room. These flexibilities are provided to allow recipients to secure hotel and motel rooms more quickly to be available when needed to prevent the spread of coronavirus (for example, when a program participant needs to isolate to keep from spreading the virus to other shelter occupants or household members).

APPENDIX C – Habitability Standards 570.206

a) *Lead-based paint remediation and disclosure.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

(b) *Minimum standards for emergency shelters.* Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation (except for the CARES Act defined Temporary Shelter), must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards.

(1) *Structure and materials.* The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and Water Sense products and appliances.

(2) *Access.* The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 *et seq.*) and 28 CFR part 35; where applicable.

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

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

(5) *Water supply.* The shelter's water supply must be free of contamination.

(6) *Sanitary facilities.* Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

(7) *Thermal environment.* The shelter must have any necessary heating/cooling facilities in proper operating condition.

(8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

(9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

(10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.

(11) *Fire safety.* There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

(c) *Minimum standards for permanent housing.* The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this paragraph (c). The recipient may also establish standards that exceed or add to these minimum standards.

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

(2) *Space and security.* Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

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

(4) *Water supply.* The water supply must be free from contamination.

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

(6) *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.

(7) *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.

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

(9) *Sanitary conditions.* The housing must be maintained in a sanitary condition.

(10) *Fire safety.*

(i) There must be a second means of exiting the building in the event of fire or other emergency.

(ii) 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.

(iii) 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.

ATTACHMENT: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Appendix II

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. (applicable to all construction contracts over \$10,000)

During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- (D) **Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Attach HUD form 4010 Federal Labor Standards Provisions
- (E) **Contract Work Hours and Safety Standards Act** applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended** - Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
- a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements

specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.
In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Or such disclosures are forwarded from tier to tier up to the recipient. See Law Cornell https://www.law.cornell.edu/cfr/text/41/appendix-A_to_part_105-72. Same thing

(J) Procurement of recovered materials

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) **Section 3 of the Housing and Urban Development Act of 1968** (12 U.S.C. 1801 u).

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to

whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Reference: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards