



HWS HOUSING AND
WORKFORCE
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ADMINISTRATIVE HANDBOOK
HUD CONTINUUM OF CARE PROGRAM
2019, 2020, & 2021 GRANTS



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HUD CONTINUUM OF CARE PROGRAM TABLE OF CONTENTS

Topic	Page
Introduction	4
HWS CoC Contacts	4
Glossary	5
A. Fiscal Components	6
1. Claims	6
2. Claim Forms	6
3. Time & Activity Reports	7
4. Reimbursements/Disbursement of Funds	7
5. Match	7 - 8
6. Program Income	8
7. Supporting Documentation	8 - 11
8. Fees and Mileage	12
9. Capital Purchases	12 - 13
10. Procurement Standards	13
11. Indirect Costs	13
12. Identifying Line Items	13 - 14
13. Budget Modifications	14 - 15
14. Advances	15
15. Subcontracts	15
B. Unexpended Funds and Close-Outs	16
C. Inspection and Audits	16 - 17
D. Withheld Payments	17
E. Fiscal Accountability	17
F. Availability of Funding	17
G. Reporting	17 – 18
H. Recordkeeping Requirements	18 – 20
I. Participation in Coordinated Entry System	20
J. Assessment and Monitoring	20 - 21
K. Housing Quality Standards	22 – 23
L. Lease Agreement	23
M. Rent Reasonableness	23
N. HEARTH Act Compliance	23 - 26
O. Housing First	26
P. Affirmatively Furthering Fair Housing	26
Q. Equal Access Rule	26 - 27
R. Violence Against Women Act	27
S. Environmental Requirements	27

T. Termination of Assistance to Program Participants	27 - 28
U. Project Renewals	28
V. Criminal Background	28
CoC Program Reference Guide	29

ATTACHMENTS

Exhibit A - 3106 (HUD Programs Claim Form)	30
Exhibit B - HUD Continuum of Care Time/Activity Report	31
Exhibit C - Program Income Report	32
Exhibit D - HUD 52580 HQS Inspection Checklist	33 - 39
Exhibit E- Rent Reasonable Checklist and Certification	40

INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with the Riverside County Department of Housing and Workforce Solutions (HWS) to operate the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or HUD with regard to this program.

Assistance to individuals experiencing homelessness was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist persons experiencing homelessness in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program known as the Continuum of Care (CoC) Program. The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

HWS, as the HUD Grantee, partners with government and non-profit organizations through a contract to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County.

This handbook is intended to outline the HWS policies and procedures as well as provide the appropriate federal codes and regulations for the HUD Continuum of Care Program to ensure compliance.

HWS CoC CONTACTS

The HWS CoC website maintains a CoC Staff Roster with current contact information:

<https://www.harivco.org/ContinuumofCareDivision/tabid/235/Default.aspx>

Please reach out to the appropriate CoC Programs, Fiscal, HMIS, or Contracts contact with any questions. We are here to help make your project as successful as possible.

GLOSSARY

AFFH – Affirmatively Furthering Fair Housing

APR – Annual Performance Report

CPA – Certified Public Accountant

CES – Coordinated Entry System

CFR – Code of Federal Regulations

CoC – Continuum of Care

E-SNAPS – Electronic Special Needs Assistance Programs

HMIS – Homeless Management Information System

HQS – Housing Quality Standards

HUD – Housing and Urban Development

HWS – Housing and Workforce Solutions

LGBT – Lesbian, Gay, Bisexual, Transgender

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

OMB – Office of Management and Budget

Recipient - The entity that receives the grant award and executes the grant agreement with HUD. A recipient may choose to subgrant part of all the CoC Program grant to one or more subrecipients to operate the project, or the recipient may operate the project directly.

Subrecipient - An entity that receives a subgrant from the recipient to carry out the operation of the project.

VAWA – Violence Against Women Act

A. FISCAL COMPONENTS

The Subrecipient's financial system must comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Specific regulations for HUD CoC grants are covered in 2 CFR Part 200 and 24 CFR Part 578 (Continuum of Care Program).

This Administrative Handbook summarizes these regulations, however, Subrecipients should be familiar with the full regulations and should reference them as needed.

1. CLAIMS

Due to the large volume of paperwork associated with most grants, generally, electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the 3106 is received by HWS. In some cases, electronic claims may be accepted instead of hard copies, at the sole discretion of HWS.

Along with the hard copy of the claim, we will also need Excel copies of all staff and summary spreadsheets e-mailed to your assigned fiscal analyst. This is to allow the fiscal analyst to review and verify costs without having to enter all data by hand, which will speed up the review process. Your assigned fiscal analyst will work with you on the proper format for these spreadsheets.

Claims sent to HWS must have all Personally Identifiable Information (PII) of program participants redacted. This includes a program participant's name, date of birth, social security number, and/or driver's license number. Instead of the client's name, use their HMIS Client ID as their unique identifier.

2. CLAIM FORMS

Claims should be received by HWS no later than 30 days after the end of the month in which services were provided using the 3106 HUD Programs Claim Form (see attached) with the required supporting documentation (see Section 5 *Supporting Documentation*). For example, a claim for March services should be received by April 30, and a claim for April services should be received by May 30.

On the 3106 Claim Form, the Program Income Received and Program Income Spent columns must be filled in by all subrecipients for all activities. Subrecipients who do not receive or spend program income must fill in \$0.00 in these columns.

If the 3106 claim form is updated during the grant period, the most current version of the 3106 form should be used.

3. TIME & ACTIVITY REPORTS

Time & Activity (T&A) reports (see attached) are required for all staff (see Section 5 *Supporting Documentation*). T&A reports are required to show the actual hours that staff worked in a particular activity on a grant. *The T&A report hours must match the total hours on the payroll documentation that is provided.*

NOTE: One T&A report must be submitted for each pay period. Pay periods are not to be combined on one T&A.

4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS

Generally, reimbursement payments are sent within forty-five (45) days after receipt of a claim. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed, and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursement are:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

Once your claim has been reviewed, we will e-mail you a letter indicating any differences. If you disagree with any disallowance, please request any correction within 30 days from the date of the letter.

Any reimbursements that are made and are found later to be ineligible by HWS, HUD, or any other regulating entity must be repaid by the Subrecipient upon request.

5. MATCH (24 CFR §578.73)

All eligible funding costs, except leasing, must be matched with no less than a 25 percent cash or in-kind contribution. No match is required for leasing. The match requirements apply to project administration funds, along with the traditional expenses—operations, rental assistance, supportive services, and HMIS. Match must be met for each operating year. Match must be submitted with each monthly claim.

Match can be cash or in-kind. Matching funds provided by the Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, the federal government, state and local governments, and/or private resources. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements. Match provided by other funding sources must be eligible to be used as

match for the CoC program.

For an in-kind match, the Subrecipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the Subrecipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the Subrecipient and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU)—**before the grant is executed**—documenting that the third party will provide such services and value towards the project.

All match must be for eligible activities and must follow the same documentation requirements as a reimbursement request.

If sufficient match is not included in each monthly claim to meet the required match percentage, HWS reserves the right to move reimbursement requests to match to fulfill the match requirement.

6. PROGRAM INCOME (24 CFR §578.97)

Subrecipients may use program income on any eligible costs in Subpart D of the CoC Program Interim Rule. Therefore, Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the CoC Program grant. Subrecipients must document that the program income was expended in accordance with the requirements of the CoC Program. For subrecipients who receive or spend program income, the Program Income Report (see attachment) must be submitted to show how the Program Income has been expended. Reimbursement is contingent on the inclusion of this report with each claim.

On the 3106 Claim Form, the Program Income Received and Program Income Spent columns must be filled in by all subrecipients for all activities. Subrecipients who do not receive or spend program income must fill in \$0.00 in these columns.

7. SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, or a check stub to substantiate the amount paid. Supporting documentation must be **legible, clear, and organized**. HWS must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

If the same backup documentation applies to multiple claims (for example, a cost allocated between multiple grants), a copy of that backup documentation must be included in each claim. Claims for the same subrecipient are reviewed separately and may be reviewed by

different staff members.

Documentation for each budget category should be bundled together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

Any costs that are unusually large or are otherwise unusual in nature should include a justification for the purpose of the cost and its relation to the program and to the particular budget category that it is being claimed in. For example, an unusual cost being claimed to Supportive Services should include a programmatic justification demonstrating how it fits into one of the categories under 24 CFR §578.53 (Supportive services).

Fiscal staff reviews each claim for expenses that are:

- **Allowable** (2 CFR §200.403)
- **Allocable** (2 CFR §200.404)
- **Reasonable** (2 CFR §200.405)

HUD has provided the following guidance on reasonable costs:

“Costs are considered ‘reasonable’ if they do not exceed what a prudent person would incur under similar circumstances. All costs must pass the ‘rational person’ test by meeting all of the following criteria: The cost would be recognized as ordinary and necessary for the operation of the organization and/or project.

The cost is in accordance with market prices for comparable goods or services as evidenced by cost estimates and documentation.

The individuals responsible for incurring the cost acted with prudence and for the benefit of the organization and its activities.

The cost has been incurred after following the established practices of the organization, in accordance with the terms and conditions of the award.”

DOCUMENTATION REQUIRED BY HWS FISCAL PRIOR TO CLAIMING

At contract execution, all third-party MOU’s must be received.

At time of client housing move-in:

- Lease agreement, Rental Calculation, Rent Reasonableness, Utility Allowance worksheet (does not need to be submitted with each claim. ***Must be submitted at client move-in and each time change occurs.***)

GENERAL GUIDELINES AND CLAIM DOCUMENTATION REQUIRED BY HWS

GENERAL GUIDELINES	
❖	Claims must be submitted in an organized format.
❖	All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖	Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖	Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖	All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)	
❖	The County's fiscal-year end is June 30 of each calendar year. The County's ACO (Auditor-Controller's Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6.
	*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖	Claims received after June 6 will still be paid. However, payment will be delayed until after June 30.
❖	Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants must be redacted, including:
❖	Name, Date of birth, Social Security Number, Driver's License Number
❖	Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.	
❖	SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106)
❖	Staffing Detail Worksheet
❖	Rental Assistance Summary Worksheet, if applicable
❖	Summary Worksheet for other expenses

LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness
❖ Rent calculation
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of charges.
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

NOTE: Expenses for vacant staff positions are only eligible for 90 days. EX: Cell phone, tablet, internet, etc.

8. FEES AND MILEAGE

As per direction from HUD, following is information on the eligibility of some fees. Costs listed as eligible must be necessary and reasonable for performance of the project, as determined by HWS and/or HUD. Those not addressed will be handled on a case-by-case basis:

ELIGIBLE	NOT ELIGIBLE
Reconnection fees for utilities	Late fees on utilities that are either in the clients' name or in the agencies name
Utility arrears (if an invoice is included that shows the service period is within the grant period)	Late fees for rent
Money order fees	Credit card interest
Convenience fees for online or phone payments	Meal Break Penalty Pay
Debit card fees	Membership Fees (i.e., Costco, Sam's Club)
Reasonable service/delivery fees/Tips for grocery delivery	
Bag fees for groceries	

All mileage costs must be necessary and reasonable for performance of the project, as determined by HWS and/or HUD. Standards for mileage are as follows:

- If mileage is claimed according to distances from an online map service, a printout of the online map should be included with the request.
- If mileage is claimed according to odometer readings, a log with the to/from locations, purpose of travel, and before/after odometer readings should be included with the request. Odometer readings may differ from online map service results by up to five (5) miles. When reviewing the claim, HWS will check distances for some or all of the trips and, if found to be more than five (5) miles over an online map service result, will disallow any mileage costs over that amount for that trip.
- Per guidance from HUD, mileage from an employee's home to/from their agency's office is not eligible. This applies whether the employee usually works in the office or usually teleworks from home.

9. CAPITAL PURCHASES (2 CFR §200.439)

Capital expenditures are allowable, provided that items with a unit cost of \$5,000 or more have the prior written approval of HWS **before the item is purchased**. HWS will require proof that due diligence was achieved on the part of the subrecipient to ensure that the purchase is reasonable and was made using the federal procurement standards referenced

in 2 CFR §200.318, §200.319, and §200.320.

10. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR §200.318, §200.319, and §200.320.

11. INDIRECT COSTS

HWS, with HUD's approval, has elected to allow Direct Costs only.

12. IDENTIFYING LINE ITEMS

- a) Leasing (24 CFR §578.49)
- b) Rental Assistance (24 CFR §578.51)
- c) Supportive Services (24 CFR § 578.53)
 - Annual Assessment of Service Needs
 - Assistance with Moving Costs
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Food
 - Housing Search and Counseling Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Outpatient Health Services
 - Outreach Services
 - Substance Abuse Treatment Services
 - Transportation
 - Utility Deposits
 - Direct Provision of Services
- d) Operating Costs (24 CFR §578.55)
 - Maintenance and Repair of Housing
 - Property Taxes and Insurance
 - Replacement Reserves
 - Building Security
 - Electricity, Gas, and Water
 - Furniture
 - Equipment (lease, buy)
- e) HMIS (24 CFR §578.57)

- Equipment
- Software
- Services
- Personnel

f) Administration (24 CFR §578.59)

13. BUDGET MODIFICATIONS (24 CFR §578.105)

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior approval from HWS. Any changes to this Agreement must be made in writing and approved by HWS prior to implementing the change. No requests will be approved retroactively.

- **Changes within a Budget Category**

Changes can be made to individual line items within a category, if all of the following conditions are met:

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests (i.e., other than rollovers) must be submitted to HWS before or upon submission of the final claim.

- **Changes between Budget Categories (up to 10 percent)**

Changes can be made between categories of up to 10 percent over the life of the grant, if all the following conditions are met:

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests must be submitted to HWS no later than **ninety (90) days** prior to the end of the grant period.

- **Major Changes**

Changes from the initial application that substantially affect the grant. All requests for major changes must be approved in writing by HWS prior to implementing the change. No requests will be approved retroactively. The following are examples of significant changes:

- a change in project site;
- additions and deletions of eligible activities;
- a shift of 10 percent or more of funds from one approved activity to another over the life of the grant;
- a change in the target population; or
- a change in the number of participants to be served.

- **Conditions for Approval**

Changes may be approved if all the following conditions are met:

- The Subrecipient delivers a written request to HWS, no later than **ninety (90) days** prior to the end of the grant, and adequately documents the need for change; and
- approval is received by HUD.

- **Requests for Approval**

Request will be forwarded to HUD for their approval and any one of the following will take place:

- HUD will approve change as requested;
- HUD will approve change and reduce dollars;
- HUD will deny request.

14. ADVANCES

HWS CoC processes all claims on a reimbursement basis and does not provide advances on HUD CoC grants.

15. SUBCONTRACTS

Subrecipient must provide copies of any subcontracts or MOU's for any services (including In- Kind Match) that will be provided under this grant prior to those services being provided.

B. UNEXPENDED FUNDS AND CLOSEOUTS *(2 CFR §200.344, 24 CFR §578.109)*

The Subrecipient shall complete all necessary closeout procedures, including the APR, required by HWS within a period of not more than sixty (60) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Subrecipient under this Agreement shall be recaptured by HUD. HWS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

C. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).
2. Authorized representatives of HWS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the Subrecipient disagree with any audit conducted by HWS, the Subrecipient shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with HWS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by HWS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by HWS in conducting any audit.
6. All Agreement deliverables and equipment furnished or utilized in the performance of this Agreement shall always be subject to inspection by HWS during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee

assigned by HWS in order to permit their determination of the Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

D. WITHHELD PAYMENTS

Unearned payments under this Agreement may be suspended or terminated if grant funds to HWS are suspended, terminated, or if the Subrecipient refuses to accept additional conditions imposed on it by HUD or HWS.

HWS has the authority to withhold funds under this Agreement pending a final determination by HWS of questioned expenditures or indebtedness to HWS arising from past or present agreements between HWS and the Subrecipient. Upon final determination by HWS of disallowed expenditures or indebtedness, HWS may deduct and retain the amount of the disallowed expenditures or indebtedness from the amount of the withheld funds.

Payments to the Subrecipient may be withheld by HWS if the Subrecipient fails to comply with the provisions of this Agreement.

E. FISCAL ACCOUNTABILITY

The Subrecipient agrees to manage funds received through HWS in accordance with sound accounting policies, incur and claim only eligible costs for reimbursement, and adhere to accounting standards established in 2 CFR Part 200.

The Subrecipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Subrecipient must develop an accounting procedure manual. Said manual shall be made available to HWS upon request or during fiscal monitoring visits.

F. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to HWS during the Agreement period. HWS will inform the Subrecipient, immediately upon notice from HUD, of any limitation of the availability of funds. Both parties understand that HWS makes no commitment to fund this project beyond the term of this Agreement.

G. REPORTING

Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Funds

also may not be rolled over from one contract to another. Please note that different programs have different operating start dates.

1. The Subrecipient agrees to follow HWS instructions and guidance to complete the following reports in e-snaps, SAGE or any other system designated by HUD. Failure to submit these reports may lead to a delay in receiving future grant funds.
 - a) Preliminary Annual Performance Report (APR) around 3 to 6 months prior to end of the operating year. The Preliminary APR is a mechanism to ensure the quality of the actual APR proactively.
 - b) Annual Performance Report (APR) within sixty (60) days after the end of each operating year. Upon review for completeness and accuracy, HWS staff will submit the APR to HUD as required.
2. Additional reports may be requested at any time by HWS and/or HUD to meet other applicable reporting or audit requirements, as well as evaluating project performance.

H. RECORDKEEPING REQUIREMENTS

The Subrecipients must establish, maintain and implement written standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable HWS/HUD to determine whether the Subrecipient is meeting the requirements of 24 CFR §578.103.

1. The Subrecipient must maintain and follow written intake procedures to ensure program compliance. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless or chronically homeless status and eligibility. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.
2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance.

Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.

3. Subrecipient must ensure that records of all grant activities are complete and correct to enable HWS/HUD to determine whether recipient and Subrecipients are meeting CoC Program Interim Rule requirements and must be retained for the five (5) years after final payment has been made or until all pending HWS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.

The Subrecipient agrees to keep all records containing protected information secure and confidential.

4. Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:

- Coordinated Entry System (CES): Subrecipients must retain evidence of referral received from CES and/or HomeConnect that initiated program assistance.
- Services provided: All services, assistance and type of supportive services provided to the program participant (at least one documented activity per month), including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR §578.37(a)(1)(ii)(F), must be documented in the participant file. Where applicable, compliance with the termination of assistance requirement in 24 CFR §578.91.
- Annual income: For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Subrecipient must keep the documentation of annual income specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits

administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation. Income of program participants must be calculated in accordance with 24 CFR §5.609 and 24 CFR §5.611(a).

- Calculation of occupancy charges: The Subrecipient must retain evidence of compliance with 24 CFR §578.77 (Calculating occupancy charges and rent), if occupancy charges are imposed.
- Utility allowance: For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (see attachment).
- Housing standards: The Subrecipient must retain documentation of compliance with the housing standards in 24 CFR §578.75(b), including inspection reports.
- Occupancy agreements and leases: Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

I. PARTICIPATION IN COORDINATED ENTRY SYSTEM (24 CFR §578.7, 24 CFR §578.23)

CoC funded projects are required to participate in the local Coordinated Entry System. As defined by HUD:

“Coordinated entry is a key step in assessing the needs of homeless individuals and families and prioritizing them for assistance. In addition to engaging people who are seeking assistance, Coordinated Entry processes should be integrated with communities’ outreach work to ensure that people living in unsheltered locations are prioritized for help. Coordinated Entry should achieve several goals:

- make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
- prioritize persons with the longest histories of homelessness and the most extensive needs;
- lower barriers to entering programs or receiving assistance; and,
- ensure that persons receive assistance and are housed as quickly as possible.

J. ASSESSMENT AND MONITORING

Riverside County is on record as the applicant and grantee for the HUD grant funds. As such, Riverside County HWS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and

Subrecipients comply with HUD and all applicable policies, HWS will conduct program, financial, and contract compliance monitoring visits at least once annually.

Reviews will be conducted by representatives from HWS CoC staff and the Subrecipient's fiscal liaison. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for the monitoring session, whether virtual or on-site, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the monitoring session, explain the purpose of monitoring, and provide an advance copy of the monitoring tool.

The County will follow a monitoring plan and conduct a Monitoring Entrance and Exit Meeting. During the Entrance meeting, the monitoring team will meet Subrecipient key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.

HWS will prepare a Monitoring Report for the review not later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including submission of a corrective action plan to address any concern(s)/finding(s).

Subrecipients agree to facilitate and be subject to monitoring grant activities by HWS to ensure compliance with applicable CoC Program regulations and requirements. In addition, projects will be evaluated for HUD System Performance Measures outcome. The monitoring must cover each function and activity.

1. A monitoring session (whether onsite or virtual) of the homeless service provider shall occur whenever deemed necessary by HWS, but at least once during the grant period.
2. HWS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. HWS will monitor the Subrecipient and funded project based on the performance measures used by HUD in the Continuum of Care Program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, HWS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the CoC award to HWS and may be prohibited from any further participation in the CoC Program. HWS may impose any other actions permitted under 24 CFR §576.501(c).

K. HOUSING QUALITY STANDARDS

Subrecipients of CoC Program grant funds must abide by Housing Quality Standards (HQS) and suitable dwelling size required under 24 CFR §982.401 (Housing Quality Standards) and 24 CFR §578.75 (General Operations). In addition, Subrecipients must provide housing or services that comply with all applicable State and local housing codes, licensing requirements, and any other requirements in the project 's jurisdiction.

Prior to providing assistance on behalf of a program participant, Subrecipients must physically inspect each unit to assure that the unit meets HQS. This requirement is designed to ensure that program participants are placed in housing that is suitable for living.

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made. 24 CFR §578.75(b).

Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or Subrecipient verifies that all deficiencies have been corrected.

Subrecipients must follow the HQS General Requirements listed below and must complete HUD 52580 HQS Inspection Checklist (24 CFR §982.401). See Exhibit D on page 32.

1. Sanitary facilities;
2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;
6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

1. Initial: An inspection that must take place to ensure that the unit passes HQS before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. Annual: An inspection to determine that the unit continues to meet HQS; this inspection must be conducted within 12 months of the last annual inspection;
3. Complaint: An inspection caused by the authority receiving a complaint from any source

regarding the unit by anyone;

4. Special/Quality Control: An inspection requested/conducted by a third party.

HWS will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months after project implementation. HWS will monitor HQS in accordance with the Code of Federal Regulations 24 CFR §578.75(b) and 24 CFR Part 982, by conducting quality control inspections for a sample of ten percent (10%) of a project's actively enrolled units, to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

L. LEASE AGREEMENT (24 CFR §578.51)

Lease agreement is a statutory requirement and requires a lease that has an initial term of at least one year, is renewable, and is terminable only for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Subrecipient must retain a copy of a duly executed lease agreement in the participant's file.

M. RENT REASONABLENESS (24 CFR §578.51)

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, considering the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

The Subrecipient agrees to obtain and retain records of rent reasonableness for all CoC Program participants prior to providing assistance.

Subrecipients must retain a completed rent reasonableness certification in the client file. See Exhibit E on page 40.

N. HEARTH ACT COMPLIANCE

This section is to ensure compliance with the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act): Continuum of Care (CoC) Program Interim Rule.

1. Participation of Homeless Individuals

The HEARTH Act CoC Program Interim Rule states that the recipient or Subrecipient must

document its compliance with the homeless participation requirements under 24 CFR §578.75(g), which is as follows:

Participation of homeless individuals.

1. Each 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 policymaking entity of the Subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a Subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.
2. Each Subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

2. Faith-Based Activities

Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

The HEARTH Act CoC Program Interim Rule states that the Subrecipient must document its compliance with faith-based activities requirements under 24 CFR §578.87(b), which is as follows:

Faith-based activities.

1. Equal treatment of program participants and program beneficiaries.
 - (i) Program participants: Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. Neither the Federal Government nor a State or local government receiving funds under the Continuum of Care program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
 - (ii) Beneficiaries: In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services,

program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

2. Separation of explicitly religious activities: Subrecipients of Continuum of Care funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
3. Religious identity: A faith-based organization that is a Subrecipient of Continuum of Care program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Continuum of Care program-funded religious organization retains its authority over its internal governance, and it 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.

3. Involuntary Family Separation

The HEARTH Act CoC Program Interim Rule states that the recipient or subrecipient must document its compliance with involuntary family separation requirements under 24 CFR §578.93(e), which is as follows:

- (e) Prohibition against involuntary family separation. The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

4. Discrimination Policy

Federal and California State laws note that discrimination can be based on race, color, national origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexual orientation.

O. HOUSING FIRST

The Housing First model prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions. This means projects must allow entry to program participants regardless of their income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and criminal record – with the exception of restrictions imposed by federal, state or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries).

Subrecipients must commit to applying the Housing First model to all CoC Program funded projects.

P. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

Q. EQUAL ACCESS RULE

Subrecipients are required to abide by HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity final rule 24 CFR Parts 5, 200, 203, 236,

400, 570, 574, 882, 891, and 982. This rule clarifies that all otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs. In the majority of HUD's rental programs, the term "family" already has a broad scope and includes a single person and families with or without children. HUD's rule clarifies that otherwise eligible families may not be excluded because one or more members of the family may be a lesbian, gay, bisexual, and/or transgender (LGBT) individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship.

This rule prohibits Subrecipients of HUD-assisted housing from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

R. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) significantly expanded housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs. Subrecipients must comply with the VAWA final rule.

S. ENVIRONMENTAL REQUIREMENTS

The Subrecipient shall cooperate with HWS staff and supply all available, relevant information necessary for HWS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HWS or select an alternate eligible property.

The Subrecipient, or any subcontractor of the Subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the Subrecipient has received HUD approval of the property.

For all funded applications, HWS will inform the Subrecipient of any required additional environmental review.

T. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS (24 CFR §578.91)

The interim rule provides that a recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. The recipient must provide a formal process that recognizes the due process of law. Recipients may resume assistance to a participant whose assistance has been terminated. Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate.

Under this interim rule, HUD has determined that a participant's assistance should be terminated only in the most severe cases.

U. PROJECT RENEWALS (24 CFR §578.33)

If the Subrecipient wishes to renew its contract with Riverside County HWS, the Subrecipient will need to apply through the HUD NOFA (Notice of Funding Availability) competitive process during the final year of the active grant.

All approved renewal applications will be submitted as part of the County's Consolidated Application. Problems that could prevent a program from being submitted for renewal, or receiving a low-ranking score include, but are not limited to, failure to meet program goals, low performance, mismanagement of funds, or failure to serve the population targeted in the project application.

During the application process, all applications are evaluated and ranked by an independent review panel. The review and evaluation process is approved by the CoC Board of Governance and include evaluation of project performance, compliance with rules and regulations and cost effectiveness.

V. CRIMINAL BACKGROUND

The Subrecipient providing services to minors is required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under the Continuum of Care Program. Subrecipient must retain a copy of a criminal background records verification and available for review by HWS.

CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578 (Continuum of Care Program)
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.578>
2. McKinney-Vento Homeless Assistance Act as Amended
<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>
3. 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
4. HUD Exchange
<https://www.hudexchange.info/programs/coc/>
5. Sage HMIS Reporting Repository
<https://www.sagehmis.info/>
6. Coordinated Entry Policy Brief
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
7. Riverside County CoC Division and Funded Programs Website
<https://www.harivco.org/HousingandUrbanDevelopmentContinuumofCareProgram/tabid/238/Default.aspx>
8. HUD CoC Virtual Binders
<https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/>

EXHIBIT A – 3106 CLAIM FORM

COUNTY OF RIVERSIDE HOUSING AND WORKFORCE SOLUTIONS
 U.S. Department of Housing and Urban Development
 Continuum of Care Homeless Assistance Programs

Grant No. _____ Claim No. _____

Prepared by _____ Tel # / ext. _____

Payee Name _____
 (Agency) _____ (Tax ID or SSN) _____

Address _____
 (Street) _____ (City) _____ (State) _____ (Zip) _____

Line Item	Activity	Line Item	Activity	Line Item	Activity
1010	Acquisition	1040	Rental Assistance	1062	COC Planning
1020	Rehabilitation	1050	Supportive Services	1100	Leasing
1021	New Construction	1051	HMIS		
1030	Operating Cost	1060	Administrative Cost		

Date(s) of Service: _____

						For County Use Only
Line Item	Activity	Program Income Received	Program Income Spent	Cash/In-Kind Match	Amount Billed	Amount Paid
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	0.005

PLEASE NOTE: All source documents and proof of payment have been attached. These source documents include invoices (not billing statements), payroll registers, receipts and contracts. Proof of payment is herein attached in the form of copies of checks or warrants.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ Date of Request: _____

For County Use Only

Purchase Order #: _____ Invoice #: _____

If amount authorized is different from amount requested, please see attached claim recap for adjustments.

Program: _____ Date: _____

Fiscal: _____ Date: _____

HWS 3106 (Rev 06/2022) HUD Programs Claim Form

EXHIBIT B – TIME AND ACTIVITY REPORT

HUD CONTINUUM OF CARE TIME/ACTIVITY REPORT
SUBRECIPIENT NAME - EMPLOYEE NAME

DATES: (dates for pay period)

GRANT #:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL			
LEASING/RENTAL ASSISTANCE																																			
Leasing/Rental Assistance																																			
Total Leasing/RA																																			0.00
SUPPORTIVE SERVICES																																			
Assessment of Service Needs																																			0.00
Assistance with Moving Costs																																			0.00
Case Management																																			0.00
Child Care																																			0.00
Education Services																																			0.00
Employment Assistance																																			0.00
Food																																			0.00
Housing/Counseling Services																																			0.00
Legal Services																																			0.00
Life Skills																																			0.00
Mental Health Services																																			0.00
Outpatient Health Services																																			0.00
Outreach Services																																			0.00
Substance Abuse Treatment Services																																			0.00
Transportation																																			0.00
Utility Deposits																																			0.00
Direct Provision of Svcs																																			0.00
Total Supp. Svcs.																																			0.00
OPERATIONS																																			
Maintenance/Repair																																			0.00
Property Taxes and Insurance																																			0.00
Building Security																																			0.00
Electricity, Gas & Water																																			0.00
Furniture																																			0.00
Equipment																																			0.00
Total Operations																																			0.00
HMIS																																			
Personnel																																			0.00
Total HMIS																																			0.00
ADMIN																																			
Admin																																			0.00
Total Admin																																			0.00
NON-PROJECT																																			
Non-Project																																			0.00
Total Non-Project																																			0.00
Vacation																																			0.00
Sick																																			0.00
Holiday																																			0.00
Other Paid Time Off																																			0.00
Total Fringe																																			0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - Leasing/RA	0.00
Actual Hrs - Supp. Svcs.	0.00
Actual Hrs - Operations	0.00
Actual Hrs - HMIS	0.00
Actual Hrs - Admin	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

revised 9/10/2013

EXHIBIT D – INSPECTION CHECKLIST

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			
Inspected Unit		Year Constructed (yyyy)	Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input checked="" type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Full Address (Including Street, City, County, State, Zip)			
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

B. Summary Decision On Unit (To be completed after form has been filled out)			
	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
	Fail		
	Inconclusive		

Inspection Checklist						
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete

Page 1 of 8

form HUD-52580 (7/2019)

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

Page 2 of 8

form HUD-52580 (7/2019)

Item No. 4. Other Rooms Used For Living and Halls		Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?					
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave
6. Is there anything else you want to tell us? (specify) Yes No

EXHIBIT E – RENT REASONABLENESS FORM

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

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

Name:	Signature:	Date:
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