



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

ADMINISTRATIVE HANDBOOK
HWS CONTINUUM OF CARE (CoC)
ESG-CV PROGRAM



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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 Continuum of Care Division (HWS CoC) to operate the Federal CARES Act Emergency Solutions Grants Program, through the United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD). This handbook does not supersede any law, regulation, or policy issued by the U.S. Government, the State of California, HUD, or HCD with regard to this program.

In response to the COVID-19 pandemic, the Federal CARES Act made \$4,000,000,000 available for the Emergency Solutions Grants Program to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance activities to mitigate the impacts created by COVID-19.

To accomplish the above, this additional funding for ESG recipients can be used to provide emergency shelter, temporary emergency shelter, or rapid re-housing, as well as other crisis response activities. HWS CoC, as the ESG-CV Grantee, partners with government and non-profit organizations through contracts to provide these services to individuals and families experiencing homelessness within Riverside County who have been impacted by COVID-19.

This handbook is intended to outline the HWS CoC policies and procedures as well as provide the appropriate federal codes and regulations for the ESG-CV 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

ESG – Emergency Solutions Grants

HCD – Housing and Community Development (State)

HMIS – Homeless Management Information System

HUD – Housing and Urban Development (Federal)

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 or all of the ESG-CV 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

VI-SPDAT – Vulnerability Index – Service Prioritization Decision Assistance Tool

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 ESG-CV grants are covered in 2 CFR Part 200 and 24 CFR Part 576 (Emergency Solutions Grants 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 2076A is received by HWS CoC.

In some cases, electronic claims may be accepted instead of hard copies, at the sole discretion of HWS CoC.

2. CLAIM FORMS

Claims should be received by HWS CoC no later than 30 days after the end of the month in which services were provided using the 2076A Claim Form (see attached Exhibit A) 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.

If the 2076A claim form is updated during the grant period, the most current version of the 2076A form should be used.

3. TIME & ACTIVITY REPORTS

Time & Activity (T&A) reports (see attached Exhibit B) 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

Complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. HWS CoC is the pass-through agency for these funds. Once a claim is received and approved, HWS CoC shall submit a Request for Funds to the State. When the requested funds are received from the State, HWS CoC shall remit payment to the Subrecipient. In total, this process can take 4-6 weeks. Any payments made by HWS CoC to the Subrecipient before HWS receives funds from the State are at the sole discretion of HWS CoC.

An expenditure which is not authorized by the Agreement or by ESG-CV regulations, 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 CoC, HUD, HCD, or any other regulating entity must be repaid by the Subrecipient upon request.

5. MATCH

Due to an exception to the normal ESG match requirements provided by the CARES Act, there is no match requirement for ESG-CV grants.

6. PROGRAM INCOME (2 CFR §200.307, 2 CFR §576.2)

Subrecipients may use program income (including any amount of a security or utility deposit returned to the subrecipient) on any eligible costs that are part of the subrecipient's ESG-CV contract. Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the ESG-CV grant. Subrecipients must document that the program income was expended in accordance with the requirements of the ESG-CV Program.

7. SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed, 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 CoC must be able to tie your request to the amounts claimed for each budget line item. Costs can only be reimbursed if they have been included in the Subrecipient Agreement.

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 Budget Line Item and the Eligible Activity. 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 or activity that it is being claimed in. For example, an unusual cost being claimed to Street Outreach should include a programmatic justification demonstrating how it fits into one of the categories under 24 CFR §576.101 (Street outreach component).

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 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.***)

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 or Form 2076A, depending on the grant)
❖ 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, if required by the grant
❖ Rent calculation, if required by the grant
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 expense explanation of charges. ▪ Include Proof of Payment (I.E: Cancelled check or Pay 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)

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 CoC, HUD, and/or HCD. 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 CoC, HUD, and/or HCD. 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.

9. CAPITAL PURCHASES AND VEHICLES (2 CFR §200.439)

Capital expenditures, including vehicles, are allowable, provided that items with a unit cost

of \$5,000 or more have the prior written approval of HWS CoC ***before the item is purchased***. HWS CoC 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.

Capital purchases, including vehicles, must include a written justification for how the purchase will “prevent, prepare for, [or] respond to coronavirus”, as defined in [HUD Notice CPD-20-08](#).

Vehicles may also be rented or leased for the period of the project.

10. PROCUREMENT STANDARDS

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

11. INDIRECT COSTS (2 CFR §200.414, 2 CFR §576.109)

Direct costs are defined as “those costs that can be identified specifically with a particular final cost objective.” For ESG programs, most expenses are direct costs and are exclusively used for that program (e.g., case manager salary, rental assistance for clients, purchase of food for shelter meals).

In contrast, indirect costs are costs “incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted.” These costs are shared by more than one program and are limited to facilities and administrative (F&A) costs. Indirect Costs on HWS CoC ESG-CV contracts correspond to the types of costs that are categorized as Administrative Costs on other HWS CoC contracts.

Facilities costs are defined as “depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.” Administrative costs are defined as “general administration and general expenses such as the director’s office, accounting, and personnel.”

Unless notified otherwise before the contract is executed, HWS CoC assumes a 10% de minimis rate for subrecipients’ indirect costs. This rate is based on the Modified Total Direct Cost (MTDC), which is composed of “All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, sub-awards and sub-contracts up to the first \$25,000 of each sub-award or sub-contract (regardless of the period of performances under the award).” Because most non-staffing ESG-CV costs, such as equipment and rental costs, are excluded from the MTDC, HWS CoC will base this 10% rate on staff salaries/benefits, unless notified otherwise before the contract is executed. The amount of Indirect Costs allowed under the contract will be included as a separate line item.

More information about ESG-CV indirect costs can be found in HUD's [Indirect Cost Toolkit for CoC and ESG Programs](#).

12. ELIGIBLE ACTIVITIES

- a) Street Outreach (24 CFR §576.101)
 - Engagement
 - Case Management
 - Emergency Health Services
 - Emergency Mental Health Services
 - Transportation
- b) Emergency Shelter (24 CFR §576.102)
 - Essential Services
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Outpatient Health Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Substance Abuse Treatment Services
 - Transportation
 - Renovation
 - Shelter Operations
- c) Rapid Re-Housing (24 CFR §576.104)
 - Financial Assistance
 - Rental Application Fees
 - Security Deposits
 - Last Month's Rent
 - Utility Deposits
 - Utility Payments
 - Moving Costs
 - Services
 - Housing Search and Placement
 - Housing Stability Case Management
 - Mediation
 - Legal Services
 - Credit Repair
 - Short-Term and Medium-Term Rental Assistance

In addition to the regular ESG activities listed above, certain additional activities have been added specifically for ESG-CV in response to the COVID-19 pandemic. These activities include:

- a) Street Outreach
 - Laundry Services, including paying for laundry trucks to outdoor locations

where people are residing

- Vaccine Incentives up to \$50 per dose to people experiencing homelessness
- Transportation of staff or program participants to/from vaccine events
- Hazard Pay for staff working directly to prevent, prepare for, and respond to COVID-19 among persons who are homeless or at risk of homelessness
- Volunteer Incentives – reasonable incentives to volunteers (e.g., cash or gift cards) helping to provide necessary services

b) Emergency Shelter

- Vaccine Incentives up to \$50 per dose to people experiencing homelessness
- Vaccination Event space rental costs
- Transportation of staff or program participants to/from vaccine events
- Hazard Pay for staff working directly to prevent, prepare for, and respond to COVID-19 among persons who are homeless or at risk of homelessness
- Volunteer Incentives – reasonable incentives to volunteers (e.g., cash or gift cards) helping to provide necessary services

c) Rapid Re-Housing

- Sponsor-Based Rental Assistance – Units are leased by the subrecipient and are subleased by the subrecipient to the household
- Renters Insurance for households receiving rapid rehousing assistance
- Landlord Incentives – can total 3x cost of rent charged for the unit and can cover:
 - Signing bonuses up to 2x rent
 - Repair damages not covered by security deposit
 - Additional months of security deposits
 - Maintenance to expedite turnover
 - Referral bonuses for landlords who recruit other landlords
 - Cleaning units
- Essential Services (normally only eligible under Emergency Shelter)
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Outpatient Health Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Substance Abuse Treatment Services
 - Transportation
- Vaccine Incentives up to \$50 per dose to people experiencing homelessness
- Hazard Pay for staff working directly to prevent, prepare for, and respond to COVID-19 among persons who are homeless or at risk of homelessness

- Volunteer Incentives – reasonable incentives to volunteers (e.g., cash or gift cards) helping to provide necessary services

13. BUDGET MODIFICATIONS

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

14. ADVANCES

Advance requests are subject to the availability of funds by HWS CoC and the needs of the subrecipient, as determined at the sole discretion of HWS CoC. If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped.

- 1. Advance Request.** The Subrecipient must submit a written request on agency letterhead and complete the 2076A form. If requested by HWS CoC, the Subrecipient must also submit their written procedures outlining their management of Federal funds and their fund control and accountability standards as per 2 CFR §200.305(b)(1):

The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

- 2. Advances are held to a minimum amount as per CFR 2 §200.305(b)(1):**

Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or

project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

3. Advances are held in interest bearing accounts, with interest in excess of \$500 per year being returned to HUD annually as per CFR 2 §200.305(b)(8) and (9):

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.*
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.*
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.*
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.*

(9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.

HWS CoC reserves the right to approve or deny any advance request.

15. SUBCONTRACTS

Subrecipient must provide copies of any subcontracts or MOU's for any services will be provided under this grant prior to those services being provided.

B. 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/state governments 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.

C. WITHHELD PAYMENTS

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

HWS CoC has the authority to withhold funds under this Agreement pending a final determination by HWS CoC of questioned expenditures or indebtedness to HWS CoC arising from past or present agreements between HWS CoC and the Subrecipient. Upon final determination by HWS CoC of disallowed expenditures or indebtedness, HWS CoC 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 CoC if the Subrecipient fails to comply

with the provisions of this Agreement.

D. FISCAL ACCOUNTABILITY

The Subrecipient agrees to manage funds received through HWS CoC 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 CoC upon request or during fiscal monitoring visits.

E. AVAILABILITY OF FUNDING

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

F. RECORDKEEPING REQUIREMENTS

The Subrecipient must establish, maintain and implement written standard operating procedures for ensuring that ESG-CV program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable HWS CoC, HUD, and/or HCD to determine whether the Subrecipient is meeting the requirements of 24 CFR §576.500.

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 CoC, HUD, and/or HCD to determine whether recipient and Subrecipients are meeting ESG-CV requirements and must be retained for the five (5) years after final payment has been made or until all pending HWS CoC, 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 §576.101(a)(2), must be documented in the participant file. Where applicable, compliance with the terminating assistance requirement in 24 CFR §576.402.
- 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).

- 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 §576.403, including inspection reports.
- Occupancy agreements and leases: Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

G. PARTICIPATION IN COORDINATED ENTRY SYSTEM (24 CFR §576.400)

HWS 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:

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

H. ASSESSMENT AND MONITORING

Riverside County is on record as the applicant and grantee for the ESG-CV grant funds. As such, Riverside County HWS CoC is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Contract are being met. To ensure that the County and Subrecipients comply with HUD, HCD, 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 CoC 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 CoC to ensure compliance with applicable ESG-CV 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 CoC, but at least once during the grant period.
2. HWS CoC will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. HWS CoC will monitor the Subrecipient, and funded project based on the performance measures used by HUD in the ESG-CV Program. If needed, HWS CoC 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 ESG-CV award to HWS CoC and may be prohibited from any further participation in HWS CoC programs. HWS CoC may impose any other actions permitted under 24 CFR §576.501(c).

I. MINIMUM HABITABILITY STANDARDS

Subrecipients of ESG-CV grant funds must abide by the Minimum Habitability Standards for Shelter and Permanent Housing under 24 CFR §576.403. 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 the Minimum Habitability Standards. 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.

Assistance will not be provided for units that fail to meet the Minimum Habitability Standards, 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 Minimum Habitability Standard General Requirements listed below and must complete the ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklist (24 CFR §576.403). 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 the Minimum Habitability Inspection 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 the Minimum Habitability Requirements; 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 CoC will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months after project implementation. HWS CoC will monitor for Habitability in accordance with the Code of Federal Regulations 24 CFR §576.403, 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 Minimum Habitability Inspection.

J. LEASE AGREEMENT (24 CFR §576.106)(g)

For project-based rental assistance, a lease is required to have an initial term of at least one year, to be renewable, and to be 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.

K. RENT REASONABLENESS (24 CFR §982.507)

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 ESG-CV Program participants prior to providing assistance.

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

L. ESG PROGRAM COMPLIANCE

This section is to ensure compliance with the requirements of 24 CFR Part 576 (Emergency Solutions Grants Program).

1. Participation of Homeless Individuals

The recipient or Subrecipient must document its compliance with the homeless participation

requirements under 24 CFR §576.405, which is as follows:

§576.405 Homeless participation.

(a) Unless the recipient is a State, the recipient 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 that receive funding under Emergency Solutions Grant (ESG).

(b) If the recipient is unable to meet requirement under paragraph (a), it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

(c) To the maximum extent practicable, the recipient or subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

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 Subrecipient must document its compliance with faith-based activities requirements under 24 CFR §576.406, which is as follows:

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 program. Neither the Federal Government nor a State or local government receiving funds under the 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 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 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, 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 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 recipient or subrecipient must document its compliance with involuntary family separation requirements under 24 CFR §576.102(b), which is as follows:

(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.

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.

M. 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 funded projects.

N. 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."

O. 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.

P. 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.

Q. ENVIRONMENTAL REQUIREMENTS

The Subrecipient shall cooperate with HWS CoC staff and supply all available, relevant information necessary for HWS CoC 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 CoC 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 CoC will inform the Subrecipient of any required additional environmental review.

R. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS (24 CFR §576.402)

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

S. 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 ESG-CV Program. Subrecipient must retain a copy of a criminal background records verification and make it available for review by HWS CoC.

ESG-CV PROGRAM REFERENCE GUIDE

1. 24 CFR Part 576 (Emergency Solutions Grants Program)
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.576>
2. 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>
3. HUD Exchange
<https://www.hudexchange.info/programs/esg/>
4. HUD Virtual Binders
<https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/>
5. Coordinated Entry Policy Brief
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
6. Riverside County CoC Division and Funded Programs Website
<https://www.harivco.org/HousingandUrbanDevelopmentContinuumofCareProgram/tabid/238/Default.aspx>
7. Indirect Cost Toolkit for CoC and ESG Programs
<https://www.hudexchange.info/resource/6289/indirect-cost-toolkit-for-coc-and-esg-programs/>
8. HUD Notice CPD-20-08: Waivers and Alternative Requirements for the ESG Program Under the CARES Act
<https://www.hudexchange.info/resource/6135/notice-cpd-20-08-waivers-and-alternative-requirements-for-the-esg-program-under-the-cares-act/>

EXHIBIT A – 2076A (HWS CoC CLAIM FORM)

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From:
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: \$ for the period of

Select Payment Type(s) Below:

☐ Advance Payment \$ (if allowed by Contract/Grant) ☐ Actual Payment \$ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures

\$0.00

Any questions regarding this request should be directed to: Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

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

Program Date

Fiscal Date

EXHIBIT B – HWS CoC ESG-CV TIME/ACTIVITY REPORT

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	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
RAPID REHOUSING STAFF																																
Case Management																																0.00
Housing																																0.00
Total Rapid Rehousing																																
HOMELESSNESS PREVENTION STAFF																																
Case Management																																0.00
Housing																																0.00
Total Homelessness Prevention																																
EMERGENCY SHELTER STAFF																																
Case Management																																0.00
Housing																																0.00
Total Emergency Shelter																																
OUTREACH STAFF																																
Engagement																																0.00
Case Management																																0.00
Total Outreach																																
ADMIN STAFF																																
Administration																																0.00
Total ADMIN																																
Non-Project																																0.00
Total Non-Project																																
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																
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	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Rapid Rehousing	0.00
Actual Hours - Homelessness Prevention	0.00
Actual Hours - Emergency Shelter	0.00
Actual Hours - Outreach	0.00
Actual Hours - ADMIN	0.00
Non-Project Hours	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 _____

EXHIBIT C – PROGRAM INCOME REPORT

PROGRAM INCOME REPORT

SUBRECIPIENT NAME:

GRANT #:

[illegible]

EXHIBIT D – ESG MINIMUM HABITABILITY STANDARDS INSPECTION CHECKLIST

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

About this Tool

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

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

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

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

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

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

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

Minimum Standards for Emergency Shelters

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

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

CERTIFICATION STATEMENT

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

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

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

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

Approving Official Name (if applicable): _____

Minimum Standards for Permanent Housing

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

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> - There is a second means of exiting the building in the event of fire or other emergency. - The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. - If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. - The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
		11. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

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

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

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name: _____

Program Participant Name: _____

Street Address: _____

Apartment: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

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

Approving Official Name (if applicable): _____

EXHIBIT E – RENT REASONABLENESS CHECKLIST AND CERTIFICATION

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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EXHIBIT F – ADDITIONAL STREET OUTREACH GUIDANCE

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, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Street Outreach should be principally focused to one goal: that of supporting persons experiencing homelessness in achieving some form of permanent, sustainable housing. While Street Outreach teams may use incentives to encourage trust and build relationships, or to ensure that homeless households' emergency needs are met, the awards made should be used with permanent housing as the end goal rather than simply seeking to alleviate the burden of living on the streets.

Target Population

The term "Unsheltered homeless people" means 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.

Subrecipients must determine an individual or family's vulnerability and willingness or ability to access emergency shelter, housing, or an appropriate health facility, prior to providing essential services under this component to ensure that ESG funding is used to assist those with the greatest need for street outreach assistance.

Street Outreach workers should be focused on working with the unsheltered population who are NOT connected with other services such as day centers and emergency shelters, as these persons have the ability to access services and case management from these providers. Street Outreach work is unique with the ability to reach those who cannot or will not reach services on their own.

Diversion

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Street outreach workers should work to resolve problems through natural supports and progressive engagement of "lighter touch" solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting

with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

Homeless response systems and shelters should engage in diversion strategies because it reduces new entries into homelessness, cuts down on shelter wait lists, reduces demand for limited shelter beds, and targets more intensive homelessness interventions to those with higher needs. – *National Alliance to End Homelessness*

Universal Assessment

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. The VI-SPDAT is a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity and vulnerability. These are taken into consideration with other factors to determine housing and services prioritization.

Eligible Costs

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. **Engagement**: The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:
 - a. Initial assessment of needs and eligibility (VI-SPDAT)
 - b. Providing crisis counseling
 - c. Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs
 - d. Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
 - e. Cell phone costs for outreach workers during the performance of street outreach activities
 - f. Salaries of staff conducting engagement work
2. **Case Management**: The costs of assessing housing or service needs, arranging, coordinating, monitoring the delivery of individualized services including:
 - a. Using Riverside County Coordinated Entry system
 - b. Initial evaluation including verifying and documenting eligibility
 - c. Counseling

- d. Developing, securing, and coordinating services
 - e. Obtaining Federal, state, and local benefits
 - f. Monitoring and evaluating participant progress
 - g. Providing information and referrals to other providers
 - h. Developing an individualized housing and service plan, including planning a path to permanent housing stability
 - i. Salaries of staff conducting case management
3. **Emergency Health Services:** The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g. streets, parks, and campgrounds) to those ***eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility***. Eligible treatment consists of:
- a. Assessing participant's health problems and developing a treatment plans
 - b. Assisting participants to understand their health needs
 - c. Providing or helping participants to obtain appropriate emergency medical treatment
 - d. Providing medication and follow-up services.
4. **Emergency Mental Health Services:** The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g. streets, parks, and campgrounds) to those ***eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility***, including:
- a. Crisis interventions
 - b. The prescription of psychotropic medications
 - c. Explanation about the use and management of medications
 - d. Combinations of therapeutic approaches to address multiple problems
5. **Transportation**– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services, including:
- a. The costs of transporting unsheltered people to emergency shelters or other service facilities
 - b. The cost of a participant's travel on public transit
 - c. Mileage allowance for service workers to visit program participants
 - d. Purchasing or leasing a vehicle for staff use in conducting outreach activities, including the cost of gas, insurance, taxes and maintenance for the vehicle
 - e. Costs of staff to accompany or assist participants to use public transportation
6. **Services Special Populations:** The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless, including:
- a. Engagement
 - b. Case Management

- c. Emergency Health Services
- d. Emergency Mental Health Services
- e. Transportation
- f. Housing Assistance

Safety and Security

Subrecipients should have policies and procedures in place which address providing a safe environment for street outreach workers and participants. Policies and procedures may vary depending on the location and population being served.

HMIS

All Street Outreach programs are required to enter participants in to HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data, and provides an opportunity to document homelessness.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal **From the ESG Program HMIS Manual**

<https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf>

Data Collection Challenges: A street outreach project is likely to encounter difficulty engaging homeless persons. Street outreach projects may record a project start with limited information about the client and improve on the accuracy and completeness of client data over time by editing data in an HMIS as they engage the client. The initial entry may be as basic as the project entry date and a de-identified name (e.g., “Redhat Tenthstreetbridge”) that would be identifiable for retrieval by the worker in the system. However, Street Outreach projects are prohibited from establishing protocols that only require outreach workers to collect minimal client data. Over time, outreach workers must attempt to collect all data required for street outreach projects and edit recorded data for accuracy (e.g., replacing “Redhat” with “Robert”) as the worker learns more about the client.

Project start vs enrollment: For Street Outreach projects, the project start date is the date of first contact with the client. The project start date is a required UDE that indicates when a client has joined the project.

Contacts: A street outreach project is expected to record every contact made with each client in the HMIS. A contact is defined as an interaction between a worker and a client designed to engage the client. Contacts may include activities such as a conversation between the street outreach worker and the client about the client's well-being or needs, an office visit to discuss their housing plan, a phone call or a referral to another community service. A contact must be recorded anytime a client is met, including when an engagement date or project start date is recorded on the same day.

Engagements: Per the HMIS Data Standards and by agreement across all federal partners, an engagement date is the date when an interactive client relationship results in a deliberate client assessment or beginning of a case plan. The date of engagement should be entered into HMIS at the point when the client has been engaged by the outreach worker. This date may be on or after the project start date and must be prior to project exit. If the client exits without becoming engaged, the engagement date should be left blank. If the client was contacted on the date of engagement, a contact must also be entered for that date.

Data Quality: Reporting to HUD on data quality for street outreach projects is limited to clients with a date of engagement. Therefore, it is important that outreach workers record the engagement date and also review all of the UDE and applicable Common Program Specific Data Elements for completeness and accuracy. The Date of Engagement coincides with the requirement for HMIS data quality, therefore all UDE should be entered into HMIS at or before the Date of Engagement.

Project Exit: Project exit represents the end of a client's participation with a project. For street outreach projects, the exit date should coincide with the date that the client is no longer considered to be participating in the project. Reasons to exit a client include:

1. The client has entered another project type (e.g., TH, PSH) or otherwise found housing;
2. The client is engaged with another outreach worker or project;
3. The client is deceased;
4. The outreach worker has been unable to locate the client for an extended period of time and there are no recorded contacts. The 'extended period of time' for Riverside County is 3-months.
 - a. If this situation arises, and the client is to be exited from the project due to a lack of regular contact the project exit Destination (3.12) should be listed as "No Exit Interview Completed."

The possibility that the client may not be seen again is not a reason to exit a client from a project, and project exit should only be recorded once project participation has ended, or after the locally-determined period of time has passed without a contact with the client.

File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant assisted met HWS and HUD requirements. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
 - a. HMIS Release of Information,
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Participant identification, if applicable
 - f. Release(s) of Information if applicable,
3. Case Plan that shows the street outreach worker and program participant developed a plan to assist the program participant to enter into permanent housing or sheltered services.
4. Case notes that reflect the program participant met with the street outreach worker to work on case plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the subrecipient to program participant to obtain mainstream and other resources as needed.
7. Program Discharge/Exit paperwork

EXHIBIT G –ADDITIONAL EMERGENCY SHELTER GUIDANCE

Emergency shelter is any facility that has as its primary purpose to provide a temporary shelter for the homeless in general or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. Effective shelters should embrace a Housing First approach, offer immediate and low-barrier access to anyone facing a housing crisis, and measure shelter performance in order to improve results. Shelter stays, when deemed necessary, should be limited to the shortest time possible to help participants regain permanent housing.

Emergency shelters provide a safe, secure and clean place to stay for those who cannot be diverted from the homeless system of care. Emergency shelters provide a short-term placement while permanent or more long-term housing options are obtained and shelters provide support with accessing housing resources in the community.

Diversion

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Emergency shelter staff should work to resolve problems through natural supports and progressive engagement of “lighter touch” solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

Homeless response systems and shelters should engage in diversion strategies because it reduces new entries into homelessness, cuts down on shelter wait lists, reduces demand for limited shelter beds, and targets more intensive homelessness interventions to those with higher needs. – *National Alliance to End Homelessness*

Universal Assessment

If an individual or family cannot be diverted from the homeless system of care, emergency shelter workers will coordinate with Coordinated Entry so the individual or family can complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. These are taken into consideration with other factors to determine housing and services prioritization.

Eligibility

Subrecipients must determine that individuals and families meet one or more of HUD’s Criteria for Defining Homelessness and assess their vulnerability to ensure that only those individuals or

families that have the greatest need for emergency shelter assistance receive ESG-funded assistance. Programs will document that all program participants who receive Emergency Shelter assistance met the eligibility criteria of paragraph (1), (2), or (4) of the "homeless" definition in § 576.2.

Paragraph (1) of the homeless definition:

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

1. 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;
2. 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
3. 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 a place not meant for human habitation immediately before entering that institution;

Paragraph (2) of the homeless definition:

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

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. 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;

Paragraph (4) of the homeless definition:

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;
2. Has no other residence; and
3. Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

Essential services

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, and operating emergency shelters. ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as

follows:

1. 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;
- b. Conducting the initial evaluation, including verifying and documenting eligibility;
- c. Counseling;
- d. Developing, securing, and coordinating services;
- e. Obtaining Federal, State, and local benefits;
- f. Monitoring and evaluating program participant progress;
- g. Providing information and referrals to other providers;
- h. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- i. Developing an individualized housing and service plan, including planning a path to permanent housing stability.

2. Child care:

The costs of child care 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.**

3. Education services:

When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:

- a. Instruction or training in consumer education,
- b. Health education,
- c. Substance abuse prevention,
- d. Literacy, English as a Second Language, and General Educational Development (GED).
- e. Screening, assessment and testing;
- f. Individual or group instruction;
- g. Tutoring;
- h. Provision of books, supplies and instructional material;
- i. Counseling; and
- j. Referral to community resources.

4. Employment assistance and job training

The costs of employment assistance and job training programs 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.

- a. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost.

- b. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- c. 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.

5. 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:

- a. assessing a program participant's health problems and developing a treatment plan;
- b. assisting program participants to understand their health needs;
- c. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
- d. providing medication and follow-up services;
- e. Providing preventive and noncosmetic dental care.

6. Legal services

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. **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.** Eligible subject matters are:

- a. 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.
- b. Component services or activities may include: participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- c. Eligible Costs: 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.
- d. Ineligible Costs include: Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.
- e. 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.

7. 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:

- a. Budgeting resources,
- b. Managing money,
- c. Managing a household,
- d. Resolving conflict,
- e. Shopping for food and needed items,
- f. Improving nutrition,
- g. Using public transportation,
- h. Parenting.

8. Mental health services

Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. **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.**

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.

Eligible treatment consists of:

- a. Crisis interventions;
- b. Individual, family, or group therapy sessions;
- c. The prescription of psychotropic medications or explanations about the use and management of medications;
- d. Combinations of therapeutic approaches to address multiple problems.

9. Substance abuse treatment services

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. **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.** Eligible treatment consists of:

- a. Participant intake and assessment,
- b. Outpatient treatment for up to 30 days
- c. Group and individual counseling and drug testing are eligible costs
- d. Ineligible costs include: Inpatient detoxification and other inpatient drug or alcohol treatment

10. Transportation

Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, 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;
- d. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

11. Services for special populations

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. 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.

Operations

Eligible costs are:

- 1. the costs of maintenance (including minor or routine repairs),
- 2. rent,
- 3. security,
- 4. fuel,
- 5. equipment,
- 6. insurance,
- 7. utilities,
- 8. food,
- 9. furnishings,
- 10. Supplies necessary for the operation of the emergency shelter.
- 11. 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.

Ineligible operating or maintenance costs include:

- 1. Staff salaries (including fringe benefits) paid under the operating costs category are limited to 10 percent of the grant.
 - a. Maintenance and security salary costs are not subject to the 10 percent standard.
- 2. Recruitment or on-going training of staff
- 3. Depreciation
- 4. Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about organization, surveys, etc.)
- 5. Staff training, entertainment, conferences, or retreats
- 6. Public relations or fund raising
- 7. Bad debts/late fees
- 8. Mortgage payments

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.

Other Emergency Shelter Requirements

1. Lead-Based Paint (PLEASE NOTE THIS REQUIREMENT IS WAIVED FOR TEMPORARY NON-CONGREGATE EMERGENCY SHELTERS ESTABLISHED TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS)

Subrecipients will comply with all lead-based paint requirements and maintain documentation. Generally, these provisions require the recipient to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978.

ESG-funded programs are required to incorporate 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. 4851-4846), and 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.

2. Minimum standards for emergency shelters (PLEASE NOTE THIS REQUIREMENT IS WAIVED FOR TEMPORARY NON-CONGREGATE EMERGENCY SHELTERS ESTABLISHED TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS)

Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The subrecipient may also establish standards that exceed or add to these standards but at a minimum must include:

- a. 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.
- b. 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.
- c. 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.
- d. Water supply: The water supply must be free from contamination.
- e. 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.
- f. Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.
 - g. 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.
 - h. Food preparation: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - i. Sanitary conditions: The housing must be maintained in a sanitary condition.
 - j. Fire safety:
 - a. There must be a second means of exiting the building in the event of fire or other emergency.
 - b. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - c. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Minimum Habitability Standards with Checklist:

<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>

Subrecipients must maintain documentation of the completed checklist (or equivalent documentation) should be placed in a file pertaining to the shelter.

Waivers for temporary emergency shelter: (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);

3. **Violence Against Women Act (VAWA)**

The following requirements apply to emergency shelters:

- a. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
- b. The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

4. **Prohibition against involuntary family separation**

The age and gender of a child under age 18 cannot be used as a basis for denying any family's admission to emergency shelter. All shelters funded with federally-originated dollars must adhere to this rule.

5. **Safety and Security**

Subrecipients should have policies and procedures in place which address providing a safe environment for emergency shelter staff and participants. Policies and procedures may vary depending on the location and population being served.

6. **Minimum Period of Use**

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 subrecipient originally provided the services or shelter.

7. **Length of Stay**

ESG subrecipients must also reassess emergency shelter participants on an ongoing basis, to determine the earliest possible time that a participant can be discharged to permanent housing. Program participants can remain in the emergency shelter for up to 6 months. Subrecipients will discharge participants when they have reached the end of the stay. Subrecipients will coordinate with Coordinated Entry to determine whether there are other options for housing available. Every effort should be made to prevent discharging participants to the street or other unsheltered location.

HMIS

<https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf>

All Emergency Shelter programs are required to enter participants in to HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data, and provides an opportunity to document homelessness.

Projects funded under ESG where the subrecipient is a victim services provider may not enter client-level data into an HMIS; instead, they must use a comparable database to collect client-level data over time and generate unduplicated aggregate reports based on that data.

Emergency Shelter workflow in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. HUD Exit Assessment/Program Dismissal

File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant assisted met HWS and HUD requirements.

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents including:
 - a. HMIS Release of Information,
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Release of Information if applicable,
 - f. Other subrecipient documentation
3. Identification – if participant does not have ID it should not prevent them from entering the shelter. The case plan may focus on assisting participants with obtaining their ID if it will be needed for housing, employment, benefits, etc.
4. Assessment
5. Case plans – should be focused on housing and addressing barriers to housing.
6. Case notes – should be focused on tasks related to participant plan and participant obtaining housing.
7. Any back-up documentation for services provided to participant. For example, if a participant was provided a bus pass to travel to employment, a copy of that bus pass should be in the participant file.

8. Copies of any documentation provided to the participant. For example, if a participant is given a warning letter for behavioral issues, a copy of that letter should be in the participant file.
9. Participant grievance, if applicable
10. Discharge/Termination forms used by agency

EXHIBIT H – ADDITIONAL RAPID REHOUSING GUIDANCE

Rapid Re-housing (RRH) provides short-term and medium-term rental assistance and services. Performance Benchmarks include: reducing the length of time program participants spend homeless, exiting households to permanent housing and helping participants obtain housing stability and connections to support services. RRH is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are tailored to the needs of the participant.

Eligibility

Subrecipients will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of paragraph (1) of the “homeless” definition 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 of 24 CFR § 576.2.

Paragraph (1) of the homeless definition:

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

1. 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;
2. 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
3. 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;

Paragraph (4) of the homeless definition:

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;
2. Has no other residence; and
3. Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

Re-evaluations

Subrecipients will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid re-housing assistance. The re-evaluation has to be completed within the 30 days directly before or after the participant's annual program anniversary date.

Subrecipients must document that each re-evaluation of eligibility established that the program participant:

- a. Did not have an annual income that exceeds 30% AMI as established by HUD (see Annual Income section below); *and*
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance.

If a program participant is found to be ineligible for continued assistance they must be exited from the program.

Annual income – Subrecipients will use 24 CFR 5.609 to determine annual income. For each program participant who receives rapid re-housing assistance longer than one year the following documentation of annual income must be maintained:

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the subrecipient; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) 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 for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

Subrecipients should use the HUD CPD Income Eligibility Calculator to determine Annual income and eligibility. The CPD Income Eligibility Calculator is an interactive tool that assists in determining the income eligibility and assistance amounts for beneficiaries of CPD programs. Simply enter the requested data and this calculator will work behind the scenes to generate a summary of results for each program participant. You should then print out the summary and include it as part of the program participant's file. Subrecipients may use other methods to verify participant's income; however, they must meet requirements of 24 CFR 5.609.

CPD Income Eligibility Calculator:

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

CPD Income Eligibility Calculator Manual:

https://files.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator_User_Manual.pdf

ESG Income Limits Information:

<https://www.hudexchange.info/resource/5079/esg-income-limits/>

HMIS

All Rapid Re-Housing programs are required to enter participants in to HMIS. Projects funded under ESG where the subrecipient is a victim services provider may not enter client-level data into an HMIS; instead, they must use a comparable database to collect client-level data over time and generate unduplicated aggregate reports based on that data.

Rapid Re-Housing Workflow in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. Rapid Rehousing – assistance provided touchpoint upon exit
6. HUD Exit Assessment/Program Dismissal

From the ESG Program HMIS Manual

<https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf>

For Rapid Re-Housing projects the Project Start Date it is the date following application that the client was admitted into the project. Admission into the project indicates the client met the following factors:

1. Information provided by the client or from the referral indicates they meet the criteria for admission (for example: if chronic homelessness is required the client indicates they have a serious disability and have been homeless long enough to qualify, even though all documentation may not yet have been gathered);
2. The client has indicated they want to be housed in this project;
3. The client can access services and housing through the project. The expectation is the project has a housing opening or expects to have one in a reasonably short amount of time.

The project start date is not expected to generate a “waiting list” for housing. It is not expected that everyone with a project start will actually move into a unit with the project. It is expected

that the time it takes from project start to move into housing will be carefully reviewed by the subrecipient to determine program and system performance and continuously strive to reduce the time from project start to move-in.

Housing move-in date must be completed for all participants who have moved into housing. Move-in means a lease arrangement has been made, the participant has a key or entry ability to the unit and that the participant has physically slept in the unit.

Subrecipients must re-evaluate and update information on Rapid Re-Housing clients once annually. Information required to be updated in the HMIS includes: 4.02 Income and Sources; 4.03 Non-Cash Benefits; and 4.4 Health Insurance. Data elements required for collection at annual assessment must be entered with an *Information Date* of no more than 30 days before or after the one-year anniversary of the head of household's *Project Start Date*, regardless of the date of the most recent 'update' or any other 'annual assessment'.

Case Management

Case Managers must meet with Rapid Re-Housing program participants not less than once per month to assist the program participant in ensuring long- term housing stability. Additional case management should be provided on a case-by-case basis based on demonstrated need. Subrecipients must:

1. Develop a plan with each program participant on how they will retain permanent housing after the ESG assistance ends (see 24 CFR 576.401(e)(1)(ii)).
2. Require program participants to meet with a case manager not less than once per month while they are receiving ESG-assistance to implement the plan and monitor progress towards housing stability (see § 576.401(e)(1)(i)).
3. Assist program participants in obtaining appropriate supportive services, as well as connecting them to other federal, state, local, and private benefits and services for which they may be eligible. This includes, but is not limited to, Medicaid, SNAP, WIC, unemployment insurance, SSI/SSDI, services for veterans, and TANF (see § 576.401(d)).
4. Have written policies and procedures for coordination among different providers of services in the community. Activities must be coordinated and integrated to the maximum extent practicable (see § 576.400(e)(3)(v)).

Eligible Costs

Eligible costs fall under two categories:

1. Housing Relocation and Stabilization Services
 - a. Financial Assistance
 - b. Services Costs
2. Rental Assistance

Payments can only be made to a housing owner, utility company, or other third party, **not** directly to the program participant, for eligible costs listed below.

Financial Assistance

1. Rental Housing Application Fees:

Subrecipients may assist with rental housing application fees. The rental housing application fee must be a standard charge issued by the owner to all applicants. Owners cannot charge more for application fees to ESG participants than they would to other applicants.

2. Landlord Incentive:

The landlord incentive can be any combination of any of the below, but cannot exceed three times the rental amount of the unit:

- a. Signing bonus equal up to 2 months of rent;
- b. Security deposits equal up to 3 months of rent;
- c. Costs to repair damages;
- d. Cleaning or maintenance of unit and/or appliances.

4. Utility Deposits:

Subrecipients may pay utility deposits with ESG funds. Only gas, electric, water and sewage are eligible types of utility services. The utility deposit must be required by the utility company for all customers.

5. Utility Payments:

Subrecipients may pay utility payments with ESG funds if the utility costs are:

- a. Up to a maximum of 24 months in a 3 year period of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service;
- b. Only provided when 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; and
- c. Only for eligible utility services: gas, electric, water, and sewage.

6. Moving Costs:

Subrecipients may pay moving costs with ESG funds only for the following moving-related activities:

- a. Truck rental,
- b. Hiring a moving company, and
- c. Allowable temporary storage fees:
 - i. Up to 3 months, fees accrued after the date the program participant began receiving services and before the program participant moves into permanent housing, and excluding storage fees in arrears.

Services Costs

1. Housing Search and Placement:

Subrecipients may provide housing search and placement services necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing; eligible activities include:

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

2. Mediation Costs:

Subrecipients may pay mediation costs with ESG funds if they are necessary to prevent the program participant from losing permanent housing in which the program participant currently resides, and used for mediation between the program participant and the owner or person(s) with whom the participant is living.

3. Legal Services:

Subrecipients may pay legal services costs with ESG funds only to the extent that other appropriate legal services are unavailable or inaccessible in the community. Only of the following costs are eligible:

- a. 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, or by person(s) under the supervision of the licensed attorney; or fees based on the actual service performed (i.e., fee for service), where the subrecipient documented that such costs were less than the anticipated cost of hourly fees;
- b. Filing fees and other necessary court costs;
- c. Subrecipient employees' salaries and other costs necessary to perform the services (if the program is a legal services provider and performs the services itself); and

- d. The following component services:
 - i. participant intake;
 - ii. preparation of cases for trial;
 - iii. provision of legal advice;
 - iv. representation at hearings;
 - v. counseling

Subrecipients must ensure that the legal services costs paid with ESG funds were used to the extent 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 they currently reside; for the following subject matters:

- a. landlord/tenant matters;
- b. child support;
- c. guardianship;
- d. paternity;
- e. emancipation;
- f. legal separation;
- g. orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking;
- h. appeal of veterans and public benefit claim denials; and
- i. the resolution of outstanding criminal warrants; and
- j. **to the extent that other appropriate legal services were unavailable or inaccessible in the community**

4. Credit Repair:

Subrecipients may pay credit repair costs with ESG funds for counseling or other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, or resolving personal credit problems. Subrecipients may **not** assist with the payment or modification of debt.

5. Housing Counseling:

Housing counseling must be provided by HUD certified housing counselors working for an agency approved to participate in HUD's Housing Counseling Program, by the Final Compliance Date. <https://www.hudexchange.info/programs/housing-counseling/program-description/>

6. Housing Stability Case Management:

Subrecipients may use ESG funds for 30 days during the period the program participant is seeking permanent housing to assist a program participant in overcoming immediate barriers to obtaining housing; and 24 months during the period the program participant is living in permanent housing to facilitate housing stability. Eligible activities are:

- a. Using the centralized or coordinated assessment system as required to evaluate individuals and families applying for or receiving rapid re-housing assistance;

- b. Conducting the initial evaluation required, including verifying and documenting eligibility, for individuals and families applying for rapid re-housing 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.

Rental Assistance

1. **Short-term rental assistance:** Subrecipients may pay up to 3 months of rent.
2. **Medium-term rental assistance:** Subrecipients may pay for more than 3 months but not more than 24 months of rent (not to extend performance period of the contract).

Rapid Re-Housing Requirements

1. Limits and Amounts of Assistance:

Program participant's total rental assistance must not exceed 24 months during any 3-year period. The limits on rental assistance are the total assistance each individual received, either as an individual or as part of a household.

Participants will pay at a minimum 30% of their income towards rent and utilities each month. Income will be determined using HUD's Part 5 definition of income. Case Managers, through a progressive engagement approach should work with households to determine the level of assistance needed each month, providing assistance on an 'as needed basis'. Case Managers should work with participants so they will be prepared to assume full responsibility of the monthly contracted rent, monthly utility costs, and other essential household costs at the end of the rental assistance period. The minimum level of payment is designed to allow Case Managers flexibility in setting rental assistance subsidies based on progressive engagement strategies.

Progressive engagement and assistance practices, offers financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, then completing a thorough assessment of the households need, adding more assistance if needed over time to resolve the housing crisis by either ending homelessness, or avoiding an immediate return to homelessness. The type, duration and amount of assistance offered is based on the individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing. The notes related to the assessment of what amount the participant is able to pay, what additional supportive services are required and referrals made must be maintained in the participant file.

Housing stabilization Case management should occur regularly, and at a minimum monthly, to re-assess housing barriers and seek to close cases as soon as housing retention barriers are resolved. Following the progressive engagement model assistance is provided on an "as-needed basis" to keep a participant housed and, within funding constraints, programs offer more intensive support, additional rental assistance, or step-up referrals and help to access community-based assistance. Housing Stabilization Case management 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.

2. Use with Other Subsidies:

Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, subrecipients may not assist program participants who were receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources; and program

participants who were provided with replacement housing payments under the URA during the period of time covered by the URA payments.

3. Violence Against Women Act

Subrecipients shall be in compliance with the Violence Against Women Reauthorization Act of 2013, which provides various protections to persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

The **HUD-5380 Notice of Occupancy Rights under VAWA**, must give to participants when any of the following occur:

- a. When an individual or family is denied ESG rental assistance;
- b. When an individual or family's application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving ESG rental assistance;
- d. When a program participant is notified of termination of ESG rental assistance; and
- e. When a program participant receives notification of eviction.

When a participant is invoking VAWA a written claim is required. The applicant or tenant may choose to submit ANY of the following documents to certify their status as a survivor:

- a. **HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternative Documentation** - completed by the applicant/tenant and must be accepted without third party documentation unless limited circumstance are met
- b. federal, state, tribal, territorial or local police record or court record documenting status as a victim of a VAWA crime or a person affiliated with a victim of a VAWA crime,
- c. Document signed and attested to by a professional (attorney, medical personnel, etc.),
- d. If living in a DV shelter can accept verification of living situation.

If there is conflicting information such as more than one applicant or participant provides documentation on survivor status and the documentation conflicts with existing information already available the program can require third party verification.

Confidentiality - VAWA requires that information submitted by survivors, including status as a survivor, is maintained in confidence. Subrecipients must:

- a. Must ensure that employees of the subrecipient, landlord, or owner do not have access to the information unless explicitly authorized to carry out the work.

- b. Cannot ask for Personally Identifiable Information (PII) as a condition of providing housing or related housing services
- c. Cannot enter the information into HMIS or any shared database even if it has been encoded, encrypted, hashed or otherwise protected
- d. Cannot disclose the information to any other entity unless:
 - i. Survivor has given informed, written, time-limited consent
 - ii. Required for use in eviction proceeding or hearing regarding termination of assistance
 - iii. Otherwise required by law

Lease Addendum - All agreements between the landlord/owner and tenant in ESG assisted housing should be outlined in a VAWA lease addendum and must include the following elements:

- a. Right for the lease to be broken without penalty, if the tenant qualifies for an emergency transfer, except for tenant based rental assistance
- b. Language that protects individuals from being denied access to housing and/or evicted from their housing on the basis of or as a direct result of being a survivor
- c. Construction of lease terms and terms of assistance
- d. Limitation of VAWA protections
- e. Confidentiality requirements

Rental Assistance Agreement - Subrecipients must outline VAWA protections in all rental agreements/housing assistance contracts with private housing owners and manager, including:

- a. Requirement to include VAWA lease addendum to all leases in units assisted by ESG funds
- b. Requirement to coordination on emergency transfers
- c. Obligation for the owner to notify the recipient before a lease is bifurcated and/or a notice of eviction is provided

Emergency Transfer Plan - Emergency transfer plans must allow survivors of a VAWA defined crime to transfer to a safe dwelling unit under a covered housing program if the victim/survivor:

- a. Requests the transfer; AND
- b. Reasonably believes that they are threatened with imminent harm if they stay in the same unit; OR
- c. In the case of sexual assault, if the sexual assault occurred on the premises within 90 days of the request for transfer.

Lease Bifurcation - Only a project owner may bifurcate a lease in order to evict or terminate assistance to a tenant or occupant who commits acts of violence against family members or others.

- a. Bifurcation allows the abuser/offender to be evicted while preserving the lease and housing rights for the survivor.
- b. Subrecipients may choose to continue to serve the perpetrator with other resources to avoid homelessness but would be subject to existing resources

Prior to program participants entering into a lease agreement and prior to providing financial assistance Subrecipients must complete the follow requirements:

1. Fair Market Rent (*note for ESG-CV2 the FMR requirement is waived, but rent reasonableness is still required*):

Subrecipients may not provide rental assistance for units that exceed the fair market rent (FMR). Subrecipients must have documentation of FMR calculations in the program participant's file. Typically, FMRs are updated by HUD annually in October.

NOTE: For this purpose, rent equals 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 paid separately for utilities, the monthly allowance for utilities (excluding telephone and Internet) established by the public housing authority for the area in which the housing is located.

Instructions for determining FMR and Rent Reasonableness:

<https://files.hudexchange.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>

The FMR for Riverside County is on the website below:

<https://www.huduser.gov/portal/datasets/fmr.html>

Subrecipients must account for utilities and will find the utility allowances set by the Riverside County Public Housing Authority on the below web-site:

<http://Riversidecounty.ca.gov/CDC/Housing-Authority/Property-Owners/Utility-Allowances/>

2. Rent Reasonableness:

Subrecipient may only provide rental assistance to units for which the rent complies with HUD's standard of rent reasonableness. The participant file must contain documentation showing the unit complied with HUD's standard of rent reasonableness.

Subrecipients must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the subrecipients must consider:

- a. The location, quality, size, unit type, and age of the contract unit; and
- b. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- c. Comparable units must be within Riverside County.

- d. The form and all comparable units' rental advertisement dates must be within 30 days of the proposed rental unit's proposed lease date.

Subrecipient's records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

Rent Reasonableness sample form:

https://www.hud.gov/sites/documents/19671_RENTREASONABLECHE.PDF

Instructions for determining FMR and Rent Reasonableness:

<https://files.hudexchange.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>

If rent reasonableness rates are lower than FMR, maximum allowable rent amount is capped at rent reasonableness rates.

3. **Rental Assistance Agreement:**

Subrecipients must have entered into a rental assistance agreement with each owner before providing the owner with rental assistance payments, including rental arrears.

Each rental assistance agreement must:

- a. set forth the terms under which rental assistance will be provided;
- b. provide that, during the term of the agreement, the owner must give the Program 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;
- c. contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease; and
- d. Violence Against Women Act protections per 24 CFR part 5, subpart L,
<https://www.hudexchange.info/trainings/courses/vawa-housing-protections-implementation-within-esg-and-coc-programs-webinar/>

Subrecipients must make timely payments to each owner in accordance with the rental assistance agreement.

Subrecipients may not pay any late payment penalties that they incurred with ESG funds.

Subrecipients must terminate the rental assistance agreement with the owner and stop providing rental assistance payments under that agreement when any of the following conditions were met:

- a. the program participant moved out of the unit for which the program participant has a lease;
- b. the lease terminated and was not renewed; or
- c. the program participant became ineligible to receive ESG assistance

4. Lead-Based Paint:

Where ESG funds are used for rental assistance or supportive services, Subrecipients will incorporate lead-based paint remediation and disclosure requirements and comply with all lead-based paint requirements and maintain documentation in program participant's file. Generally, these provisions require the recipient to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978.

ESG-funded programs are required to incorporate 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. 4851-4846), and 24 CFR part 35, subparts A, B, H, J, K, M, and R in the unit.

Lead based paint requirements must be met throughout the duration that assistance is provided. Lead based paint requirements should be completed at least annually for each unit.

Subrecipients are encourage to become a HUD-Certified Visual Assessor by successfully completing a 20 minute online training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>.

5. Minimum Habitability Standards:

Subrecipients will ensure that all housing units met the HUD Minimum Habitability Standards before incurring any costs to help program participants remain in or move into those housing units. Subrecipients will maintain documentation in program participant's file. The subrecipient may also establish standards that exceed or add to these standards but at a minimum must include:

- a. 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.
- b. 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.
- c. 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.
- d. Water supply: The water supply must be free from contamination.
- e. 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.
- f. Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.
- g. 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.

- h. Food preparation: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- i. Sanitary conditions: The housing must be maintained in a sanitary condition.
- j. 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.

Minimum Habitability Standards with Checklist:

<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>

If the program participants need Homelessness Prevention assistance to stay in their current housing, the housing must be inspected and found to meet the minimum habitability standards before the recipient/subrecipient incurs ESG costs for any of the following:

- a. Providing any service to the program participant;
- b. Entering into a rental assistance agreement with the owner; or
- c. Making any payment on behalf of the program participant (e.g., rental or utility arrears, rental or utility payments, etc.).

If the program participant needs Homelessness Prevention or Rapid Re-housing assistance to obtain housing, the unit into which the program participant is moving must be inspected before the program participant signs the lease and before the recipient/subrecipient provides any ESG rental assistance or housing relocation and stabilization services specific to the unit into which the program participant will be moving.

In all cases, if ESG funds are used for **ongoing** assistance (such as rental assistance, utility payments, etc.), the recipient/subrecipient must take reasonable measures to ensure the unit meets the minimum habitability standards for permanent housing for the duration of the assistance. If a unit does not meet the minimum standards, then it may be determined that the subrecipient is out of compliance with the ESG requirements.

For one-time assistance (such as rental arrears, a security deposit, etc.), the unit for which assistance is being provided—either for households that remain in place or for households that are moving to a unit—must meet the minimum standards for permanent housing at the time the assistance is provided (e.g., when the rental arrears payment is made).

Minimum Habitability Standard checks for the unit should be conducted in person by the subrecipient. If an in-person inspection is not able to be completed subrecipient may ensure the unit meets minimum habitability standards through a live video platform or photographs. Photographs or live feed recordings must be kept in participant file and have a date stamp that shows when the minimum habitability standards checklist was completed.

If a unit does not meet the minimum habitability standards the landlord will make any repairs necessary for the unit to meet the minimum habitability standards or the subrecipient will assist the program participant in finding a new unit that meets minimum habitability standards. Under no circumstances can ESG funds be used to pay for a program participant to remain in or move in to a unit that does not meet minimum habitability standards.

6. Leases:

Each program participant receiving rental assistance must have a file that contains a legally binding, written lease between the program participant and the owner of the property or his/her agent for the rental unit.

- a. Each lease must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking)
- b. Subrecipients must ensure the lease is with the owner of the property by verify owner's name with the Riverside County Tax Assessors Office.

Tenant-based rental assistance

1. A 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 participant continues to meet the program requirements.
2. The subrecipient 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 shall be made if:
 - a. The program participant moves out of the housing unit for which the participant has a lease.
 - b. The lease terminates and is not renewed; or
 - c. The participant becomes ineligible to receive ESG rental assistance.

Project-based rental assistance

If the subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a participant is identified to lease the unit, the 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 by item 4.
2. The subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease with the owner 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 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 participant moves out of an assisted unit, the subrecipient may pay the next month's rent, i.e., the first month's rent for a new program participant as provided in 2).
4. The participant's lease must not condition the term of occupancy on 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 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 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 or months for which the

program participant remains eligible. However, under no circumstances may the subrecipient commit ESG funds to be expended beyond the expenditure deadline (§ 576.203) or commit funds for a future ESG grant before the grant is awarded.

Rapid Re-Housing Ineligible and Prohibited Activities

The intent of ESG is to provide funding for housing expenses to persons who are homeless. Therefore, financial assistance or services to pay for expenses that are available through other programs, including child care and employment training, are not eligible. Case managers should work to link program participants to these other resources.

Financial assistance may not be used to pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable. This prohibition extends to land contracts and “rent to own” situations in which the householder has a legal interest in the property.

ESG funds may not be used to pay for any of the following items:

1. construction or rehabilitation;
2. credit card bills or other consumer debt;
3. car repair or other transportation costs;
4. travel costs;
5. food;
6. medical or dental care and medicines;
7. clothing and grooming;
8. home furnishings;
9. pet care;
10. entertainment activities;
11. work or education related materials;
12. landlord incentives;
13. and cash or gift cards to program participants.

Subrecipients may not charge fees to ESG program participants.

Any ESG funds used to support program participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants.

If funds are found to be used for ineligible activities as determined by the HWS or HUD, the subrecipient will be required to reimburse HUD.

Assisted property may not be owned by the subrecipient or the parent, subsidiary or affiliated organization of the subrecipient.

File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, FMR, etc.) must be supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant and unit assisted met HWS and HUD requirements. Subrecipients will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a. HMIS Release of Information
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Release of Information if applicable
 - f. Other subrecipient documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a. the program participant's current or expected income and expenses,
 - b. other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c. the relative affordability of available housing in the area
5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the subrecipient
7. FMR calculations (waived for ESG-CV2)
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards
11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program to program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

EXHIBIT I – VI-SPDAT PACKET FOR SINGLE ADULTS



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ ☐ Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: ☐ Yes ☐ No ☐ Declined to State	Veteran Discharge Status: ☐ General ☐ Honorable ☐ Other than Honorable ☐ Dishonorable ☐ Uncharacterized ☐ Bad Conduct	
Previously in Foster Care: ☐ Yes ☐ No ☐ Declined to State	Disability: ☐ Yes _____ ☐ No ☐ Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):
------------------------	-------------------------	-------------------

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

_____	_____	_____
Date	Signature (or mark) of Participant	Printed Name of Participant



County of Riverside Continuum of Care Homeless Management Information System (HMIS) Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:

- The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only shared with participating agencies, who have entered into an HMIS Agency Participating Agreement.
- You have the right to receive services, even if you do not sign this consent form.
- You have a right to receive a copy of this consent form.
- You have the right to revoke your consent, in writing, at any time. The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the shared HMIS database.
- This consent and release is valid for seven (7) years after the date of signature below, unless I revoke my consent in writing.
- You have the right to file a grievance with any HMIS participating agency.

SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your dependent children (if any), entered into the HMIS database and shared with other participating organizations as described in this consent form.

CLIENT NAME	SIGNATURE OF CLIENT	DATE
-------------	---------------------	------

SPOUSE NAME	SIGNATURE OF SPOUSE	DATE
-------------	---------------------	------

List all dependent children under 18 in household (if any):

_____	_____	_____
_____	_____	_____

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE HMIS SYSTEM

NAME OF ORGANIZATION STAFF	ORGANIZATION NAME	DATE
----------------------------	-------------------	------

TO REVOKE CONSENT:

I, _____ revoke consent as of _____

SIGNATURE OF CLIENT	DATE
---------------------	------

Organization Staff: _____ Date: _____

Continuum of Care Division Website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

ADMINISTRATION

First Name:		Last Name:	
Date:		Race/Ethnicity:	
Start Time:		Gender Identity (Male, Female, Transgender, Other):	
End Time:		Identifies as LGBTQ2+? ☐ Yes ☐ No	
Survey Location - Shelter, Outreach, Drop In, or Other (specify):		Date of Birth:	
Previous VI-SPDAT completed?	Yes No	Ever served in the military?	☐ Yes ☐ No
VI-SPDAT Score:		Pet(s)?	☐ Yes ☐ No

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the VI-SPDAT each time:

- The purpose of doing the triage
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



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SECTION ONE: PRESENTING NEEDS

1. Most days can you:

- a. Find a safe place to sleep ☐ Y ☐ N ☐ R
- b. Access a bathroom when you need it ☐ Y ☐ N ☐ R
- c. Access a shower when you need it ☐ Y ☐ N ☐ R
- d. Get food ☐ Y ☐ N ☐ R
- e. Get water or other non-alcoholic beverages to stay hydrated ☐ Y ☐ N ☐ R
- f. Get clothing or access laundry when you need it ☐ Y ☐ N ☐ R
- g. Safely store your stuff ☐ Y ☐ N ☐ R ☐ NA

Score 1 if NO to Question 1 a, b, c, d, e, f or g

☐

SECTION TWO: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

2. How long has it been since you lived in stable, permanent housing?
(is this in days or months or years?)

3. In the last three years, how many times have you been homeless?

4. IF THE ANSWER TO QUESTION 3 IS 4 OR MORE:

Thinking about those last three years and the different times you were homeless, if you add up all the months you were homeless, what is the total length of time you have experienced homelessness?

 months

5. Do you have any diagnosed, documented, disabling conditions?

☐ Y ☐ N ☐ RScore 1 if any of the following conditions are met:☐

- If the person:
 - experienced 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months
 - AND answered Yes to Question 5

6. Have you ever lived in a home that you own or an apartment in your name?

☐ Y ☐ N ☐ R

7. Have you ever been evicted?

☐ Y ☐ N ☐ R

Score 1 if NO to Question 6 and/or YES to Question 7

☐

SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

8. In the last 6 months, how many times have you:

- a. Gone to the emergency room/department _____
- b. Taken an ambulance _____
- c. Been hospitalized as an inpatient _____
- d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention _____
- e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that _____
- f. Stayed one or more nights in jail, a holding cell or prison _____

If the total number of interactions equals 4 or more, score 1.

☐

9. Since you have been homeless:

- a. Have you been beaten up or assaulted ☐ Y ☐ N ☐ R
- b. Have you threatened to beat up or assault someone else ☐ Y ☐ N ☐ R
- c. Have you threatened to harm yourself or harmed yourself ☐ Y ☐ N ☐ R
- d. Has anyone threatened you with violence or made you feel unsafe ☐ Y ☐ N ☐ R
- e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent ☐ Y ☐ N ☐ R

If YES to any of Question 9, score 1.

☐

10. Do you have any legal stuff going on right now that may result in any of the following:

- a. Being locked up ☐ Y ☐ N ☐ R
- b. Having to pay fines or fees that you cannot afford ☐ Y ☐ N ☐ R
- c. Impact your ability to get housing ☐ Y ☐ N ☐ R
- d. Impact where you could live in your housing ☐ Y ☐ N ☐ R

11. Have you ever been convicted of a crime that makes it difficult to access or maintain housing?

☐ Y ☐ N ☐ R

If YES to any of Question 10 and/or YES to Question 11, score 1.

☐


VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

12. Does anyone trick, manipulate, exploit or force you to do things you do not want to do? ☐ Y ☐ N ☐ R

13. Where do you sleep most frequently? (*select one response*)

- ☐ Shelters ☐ Transitional Housing ☐ Safe Haven ☐ Couch Surfing
☐ Outdoors ☐ Car ☐ Other _____

14. Do you ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 12;
- If the person stays any place other than Shelters, Transitional Housing or Safe Haven in Question 13;
- YES to Question 14.

15. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? ☐ Y ☐ N ☐ R

16. Do you get any money from the government, a job, working under the table, day labor, an inheritance or a pension, or anything like that? ☐ Y ☐ N ☐ R

17. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 15;
- NO to Question 16;
- YES to Question 17.

18. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled? ☐ Y ☐ N ☐ R

If NO to Question 18, score 1.

19. Do you have a collection of belongings that gets in the way with your ability to access services or housing? ☐ Y ☐ N ☐ R

If YES to Question 19, score 1.

20. Would you say that your current homelessness was caused by any of the following:

- a. A relationship that broke down ☐ Y ☐ N ☐ R
 b. An unhealthy or abusive relationship ☐ Y ☐ N ☐ R
 c. Because family or friends caused you to lose your housing ☐ Y ☐ N ☐ R



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VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

21. Do most of your family and friends have stable housing? ☐ Y ☐ N ☐ R

If YES to any of Question 20, and/or NO to Question 21, score 1.

22. Are you 60 years of age or older? ☐ Y ☐ N ☐ R

23. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you would require assistance to access or keep housing? ☐ Y ☐ N ☐ R

24. Are you currently pregnant? (If applicable) ☐ Y ☐ N ☐ R

If YES to Question 22, and/or YES to Question 23, and/or YES to Question 24, score 1.

25. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days ☐ Y ☐ N ☐ R ☐ NA

b. Makes it hard to access housing ☐ Y ☐ N ☐ R ☐ NA

c. Would require assistance to maintain housing ☐ Y ☐ N ☐ R ☐ NA

If YES to any of Question 25, score 1

26. Are there any medications that, for whatever reason:

a. A doctor said you should be taking but you are not taking ☐ Y ☐ N ☐ R ☐ NA

b. You sell instead of taking ☐ Y ☐ N ☐ R ☐ NA

c. You use in a way other than how it is prescribed ☐ Y ☐ N ☐ R ☐ NA

d. You find impossible to take, forget to take or choose not to take ☐ Y ☐ N ☐ R ☐ NA

If YES to any of Question 26, score 1.

27. Has your homelessness been caused by any recent or past trauma or abuse? ☐ Y ☐ N ☐ R

If YES to Question 27, score 1.

TOTAL SCORE



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VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

SCORING RANGE	COURSE OF ACTION
0-3	Assess for least intensive service supports
4-7	Assess for moderate and often time-limited supports
8+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?

Follow Up

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.



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EXHIBIT J – VI-SPDAT PACKET FOR TRANSITION AGED YOUTH (TAY)



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ ☐ Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: ☐ Yes ☐ No ☐ Declined to State	Veteran Discharge Status: ☐ General ☐ Honorable ☐ Other than Honorable ☐ Dishonorable ☐ Uncharacterized ☐ Bad Conduct	
Previously in Foster Care: ☐ Yes ☐ No ☐ Declined to State	Disability: ☐ Yes _____ ☐ No ☐ Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):
------------------------	-------------------------	-------------------

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your *signature* (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date	Signature (or mark) of Participant	Printed Name of Participant
------	------------------------------------	-----------------------------



County of Riverside Continuum of Care Homeless Management Information System (HMIS) Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:

- The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only shared with participating agencies, who have entered into an HMIS Agency Participating Agreement.
- You have the right to receive services, even if you do not sign this consent form.
- You have a right to receive a copy of this consent form.
- You have the right to revoke your consent, in writing, at any time. The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the shared HMIS database.
- This consent and release is valid for seven (7) years after the date of signature below, unless I revoke my consent in writing.
- You have the right to file a grievance with any HMIS participating agency.

SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your dependent children (if any), entered into the HMIS database and shared with other participating organizations as described in this consent form.

CLIENT NAME	SIGNATURE OF CLIENT	DATE
-------------	---------------------	------

SPOUSE NAME	SIGNATURE OF SPOUSE	DATE
-------------	---------------------	------

List all dependent children under 18 in household (if any):

_____	_____	_____
_____	_____	_____

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE HMIS SYSTEM

NAME OF ORGANIZATION STAFF	ORGANIZATION NAME	DATE
----------------------------	-------------------	------

TO REVOKE CONSENT:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____ Date: _____

Continuum of Care Division Website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>

County of Riverside CoC – HMIS Consent for Release of Information – Effective 06/04/21

Page 2

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

ADMINISTRATION

First Name:	Last Name:		
Date:	Race/Ethnicity:		
Start Time:	Gender Identity (Male, Female, Transgender, Other):		
End Time:	Identifies as LGBTQ2+?	☐ Yes	☐ No
Survey Location - Shelter, Outreach, Drop In, or Other (specify):	Date of Birth:		
Previous VI-SPDAT completed?	☐ Yes ☐ No	Ever served in the military?	☐ Yes ☐ No
Previous VI-SPDAT Score:	Pet(s)?	☐ Yes	☐ No

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the TAY-VI-SPDAT each time:

- The purpose of doing the triage for youth aged 24 years of age or younger
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question, **without penalty**
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

Disclaimer:

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SECTION ONE: PRESENTING NEEDS

1. Most days can you:

- | | | | |
|--|----------------------------|----------------------------|--|
| a. Find a safe place to sleep | ☐ Y | ☐ N | ☐ R |
| b. Access a bathroom when you need it | ☐ Y | ☐ N | ☐ R |
| c. Access a shower when you need it | ☐ Y | ☐ N | ☐ R |
| d. Get food | ☐ Y | ☐ N | ☐ R |
| e. Get water or other non-alcoholic beverages to stay hydrated | ☐ Y | ☐ N | ☐ R |
| f. Get clothing or access laundry when you need it | ☐ Y | ☐ N | ☐ R |
| g. Safely store your stuff | ☐ Y | ☐ N | ☐ R ☐ NA |

Score 1 if NO to Question 1 a, b, c, d, e, f or g.

SECTION TWO: HOUSING HISTORY

2. How long has it been since you lived in stable, permanent housing?

3. In the last three years, how many times have you been homeless?

4. IF THE ANSWER TO QUESTION 3 IS 4 OR MORE:

Thinking about those last three years and the different times you were homeless... if you add up all the months you were homeless, what is the total length of time you have experienced homelessness?

months

5. Do you have any diagnosed, documented, disabling conditions?

☐ Y ☐ N ☐ RScore 1 if YES to Question 5 and any of the following conditions are met:

- If the youth experienced:
 - 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months.

6. Have you ever lived in a home that you own or an apartment in your name?

☐ Y ☐ N ☐ R7. Have you and/or your family spent a lot of time without stable housing?
Did you all move around a lot?☐ Y ☐ N ☐ R

8. Were you in an out-of-home placement (foster care, group home, etc.) as a minor?

☐ Y ☐ N ☐ RScore 1 if any of the following conditions are met:

- NO to Question 6;
- YES to Question 7;
- YES to Question 8.



SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

9. In the last 6 months, how many times have you: # of times
- | | |
|--|-------|
| a. Gone to the emergency room/department | _____ |
| b. Taken an ambulance | _____ |
| c. Been hospitalized as an inpatient | _____ |
| d. Used a crisis service or hotline like suicide prevention, mental health crisis or teen/youth crisis counsellor at school or a drop-in | _____ |
| e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that | _____ |
| f. Stayed one or more nights in jail, a holding cell, juvenile detention or prison | _____ |

If the total number of interactions equals 4 or more, score 1.

☐

10. Since you have been homeless:

- | | | | |
|--|----------------------------|----------------------------|----------------------------|
| a. Have you been beaten up or assaulted | ☐ Y | ☐ N | ☐ R |
| b. Have you threatened to beat up or assault someone else | ☐ Y | ☐ N | ☐ R |
| c. Have you threatened to harm yourself or harmed yourself | ☐ Y | ☐ N | ☐ R |
| d. Has anyone threatened you with violence or made you feel unsafe | ☐ Y | ☐ N | ☐ R |
| e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent | ☐ Y | ☐ N | ☐ R |

If YES to any of Question 10, score 1.

☐

11. Do you have any legal stuff going on right now that may result in any of the following:

- | | | | |
|---|----------------------------|----------------------------|----------------------------|
| a. Being locked up | ☐ Y | ☐ N | ☐ R |
| b. Having to pay fines or fees that you cannot afford | ☐ Y | ☐ N | ☐ R |
| c. Impact your ability to get housing | ☐ Y | ☐ N | ☐ R |
| d. Impact where you could live in your housing | ☐ Y | ☐ N | ☐ R |

12. Have you ever been convicted of a crime that makes it difficult to access or maintain housing?

☐ Y ☐ N ☐ R

13. Did you spend time in Juvenile Corrections & Detention prior to age 18?

☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 11 a, b, c or d;
- YES to Question 12;
- YES to Question 13.

☐


VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

14. Does anyone trick, manipulate, exploit or force you to do things you do not want to do? ☐ Y ☐ N ☐ R

15. Where do you sleep most frequently? (select one response)

- ☐ Shelters ☐ Transitional Housing ☐ Safe Haven ☐ Couch Surfing/Hopping*
☐ Outdoors ☐ Car ☐ Other _____

16. Do you ever do things that may be considered risky or harmful like run drugs, share a needle, do sex work or survival sex, or anything like that? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 14;
- If the person stays any place other than Shelters or Transitional Housing or Safe Haven in Question 15;
- YES to Question 16.

17. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? ☐ Y ☐ N ☐ R

18. Do you get any money from the government, a job, working under the table, day labour, an inheritance or a pension, or anything like that? ☐ Y ☐ N ☐ R

19. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 17;
- NO to Question 18;
- YES to Question 19.

20. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled? ☐ Y ☐ N ☐ R

If NO to Question 20, score 1.

21. Do you have a collection of belongings that gets in the way with your ability to access services or housing? ☐ Y ☐ N ☐ R ☐ NA

If YES to Question 21, score 1.

22. Would you say that your current homelessness was caused by any of the following:

- a. You went on the run from a family home, group home, or foster home ☐ Y ☐ N ☐ R
 b. There was violence at the home between family members ☐ Y ☐ N ☐ R
 c. There were differences in religious beliefs between your parents/guardian/ caregivers ☐ Y ☐ N ☐ R
 d. There were conflicts about gender identity or sexual orientation ☐ Y ☐ N ☐ R

*Couch surfing/hopping does not meet HUD homeless eligibility however there are other programs for which a youth experiencing homelessness and couch hopping may qualify, i.e. programs funded by RHY/FSBY, and other State or local programs such as basic center program or extended foster care benefits. Communities should take this into consideration when verifying eligibility for youth experiencing homelessness.



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

23. Do most of your family and friends have stable housing? ☐ Y ☐ N ☐ R

If YES to any of Question 22, and/or NO to Question 23, score 1.

☐

24. Are you 17 years of age or younger? ☐ Y ☐ N ☐ R

25. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you might require assistance to access or keep housing? ☐ Y ☐ N ☐ R

26. Are you currently pregnant (if applicable)? ☐ Y ☐ N ☐ R

27. Were you pregnant or did you get someone else pregnant as a minor? ☐ Y ☐ N ☐ R

If YES to Question 24, Question 25, Question 26 and/or Question 27, score 1.

☐

28. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days ☐ Y ☐ N ☐ R

b. Makes it hard to access housing ☐ Y ☐ N ☐ R

c. Might require assistance to maintain housing ☐ Y ☐ N ☐ R

29. Did you try marijuana at or under the age of 12 years old? ☐ Y ☐ N ☐ R

If YES to any of Question 28 and/or Question 29, score 1.

☐

30. Are there any medications that, for whatever reason:

a. You sell instead of taking ☐ Y ☐ N ☐ R

b. You use in a way other than how it is prescribed ☐ Y ☐ N ☐ R

c. You can't get to because you don't feel safe ☐ Y ☐ N ☐ R

d. You find impossible to take or you forget to take ☐ Y ☐ N ☐ R

If YES to any of Question 30, score 1.

☐

31. Has your homelessness been caused by any recent or past trauma or abuse? ☐ Y ☐ N ☐ R

If YES to Question 31, score 1.

☐


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32. High Risk of Long Term Homelessness

Score 1 if all of the following conditions are met:

- YES to Question 13
- YES to Question 22 (a, b c or d);
- YES to Question 27;
- YES to Question 29.

TOTAL SCORE

SCORING RANGE	RECOMMENDED COURSE OF ACTION
0-3	Assess for least intensive service supports
4-7	Assess for moderate and often time-limited supports
8+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?



Follow Up

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.

EXHIBIT K – VI-SPDAT PACKET FOR FAMILIES



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ ☐ Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: ☐ Yes ☐ No ☐ Declined to State	Veteran Discharge Status: ☐ General ☐ Honorable ☐ Other than Honorable ☐ Dishonorable ☐ Uncharacterized ☐ Bad Conduct	
Previously in Foster Care: ☐ Yes ☐ No ☐ Declined to State	Disability: ☐ Yes _____ ☐ No ☐ Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):
------------------------	-------------------------	-------------------

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date

Signature (or mark) of Participant

Printed Name of Participant



County of Riverside Continuum of Care Homeless Management Information System (HMIS) Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:

- The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only shared with participating agencies, who have entered into an HMIS Agency Participating Agreement.
- You have the right to receive services, even if you do not sign this consent form.
- You have a right to receive a copy of this consent form.
- You have the right to revoke your consent, in writing, at any time. The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the shared HMIS database.
- This consent and release is valid for seven (7) years after the date of signature below, unless I revoke my consent in writing.
- You have the right to file a grievance with any HMIS participating agency.

SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your dependent children (if any), entered into the HMIS database and shared with other participating organizations as described in this consent form.

_____	_____	_____
CLIENT NAME	SIGNATURE OF CLIENT	DATE

_____	_____	_____
SPOUSE NAME	SIGNATURE OF SPOUSE	DATE

List all dependent children under 18 in household (if any):

_____	_____	_____
_____	_____	_____

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE HMIS SYSTEM

_____	_____	_____
NAME OF ORGANIZATION STAFF	ORGANIZATION NAME	DATE

TO REVOKE CONSENT:

I, _____ revoke consent as of _____

SIGNATURE OF CLIENT	DATE
---------------------	------

Organization Staff: _____ Date: _____

Continuum of Care Division Website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

ADMINISTRATION

Head of Household First Name:		Head of Household Last Name:	
Date:		Race/Ethnicity:	
Start Time:		Gender Identity (Male, Female, Transgender, Other):	
End Time:		Identifies as LGBTQ2+? ☐ Yes ☐ No	
Survey Location - Shelter, Outreach, Drop In, or Other (specify):		Date of Birth:	
Previous VI-SPDAT completed?	☐ Yes ☐ No	Ever served in the military?	☐ Yes ☐ No
Previous VI-SPDAT Score:		Pet(s)? ☐ Yes ☐ No	
2nd Head of Household First Name:		2nd Head of Household Last Name:	
Date:		Race/Ethnicity:	
Start Time:		Gender Identity (Male, Female, Transgender, Other):	
End Time:		Identifies as LGBTQ2+? ☐ Yes ☐ No	
Survey Location - Shelter, Outreach, Drop In, or Other (specify):		Date of Birth:	
Previous VI-SPDAT completed?	☐ Yes ☐ No	Ever served in the military?	☐ Yes ☐ No
Previous VI-SPDAT Score:		Pet(s)? ☐ Yes ☐ No	

Disclaimer:

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OPENING SPEAKING POINTS

Cover the following in the opening explanation of the F-VI-SPDAT each time:

- The purpose of doing this triage with households that have children and are currently experiencing homelessness
- Some of the questions are personal in nature. It is their choice whether or not they want their children present, and if they do choose to have their children present, they can choose to skip questions that they don't want to answer in front of their children that we can try to come back to at the end or another time if someone can watch their children for a few minutes.
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

SECTION ONE: CHILDREN WITHIN THE HOUSEHOLD

1. How many children under the age of 18 are currently with you? _____
2. How many children under the age of 18 are not currently with your family, but you have reason to believe they will be joining you when you get housed? _____
3. Is any member of the family currently pregnant (*if applicable*)? ☐ Y ☐ N ☐ R
4. Please provide a list of children in your household:

Child 1 First Name:	Child 1 Last Name:
Child 1 Date of Birth:	Child 1 With Family?
Child 2 First Name:	Child 2 Last Name:
Child 2 Date of Birth:	Child 2 With Family?
Child 3 First Name:	Child 3 Last Name:
Child 3 Date of Birth:	Child 3 With Family?
Child 4 First Name:	Child 4 Last Name:
Child 4 Date of Birth:	Child 4 With Family?
Child 5 First Name:	Child 5 Last Name:
Child 5 Date of Birth:	Child 5 With Family?

Score 1 if *any* of the following conditions are met:

- *if there is a single parent with 2+ children, and/or a child aged 11 or younger, and/or a current pregnancy.*
- *if there are two parents with 3+ children, and/or a child aged 6 or younger, and/or a current pregnancy.*



SECTION TWO: PRESENTING NEEDS

5. Most days can you and your family:

- | | | | |
|--|----------------------------|----------------------------|----------------------------|
| a. Find a safe place to sleep | ☐ Y | ☐ N | ☐ R |
| b. Access a bathroom when you need it | ☐ Y | ☐ N | ☐ R |
| c. Access a shower when you need it | ☐ Y | ☐ N | ☐ R |
| d. Get food | ☐ Y | ☐ N | ☐ R |
| e. Get water or other non-alcoholic beverages to stay hydrated | ☐ Y | ☐ N | ☐ R |
| f. Get clothing or access laundry when you need it | ☐ Y | ☐ N | ☐ R |
| g. Safely store your stuff | ☐ Y | ☐ N | ☐ R |

Score 1 if NO to Question 5 a, b, c, d, e, f or g.

SECTION THREE: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

6. How long has it been since you and your family lived in stable, permanent housing? (is this in days or months or years?) _____

7. In the last three years, how many times have you been homeless? _____

8. IF THE ANSWER TO QUESTION 7 IS 2 OR MORE:

Thinking about those last three years and the different times you and your family were homeless, if you add up all the months you were homeless, what is the total length of time your family has experienced homelessness? _____ months

9. Do you have any diagnosed, documented, disabling conditions? ☐ Y ☐ N ☐ R

Score 1 if YES to QUESTION 9 and the following conditions are met:

- If the head of household:
 - experienced 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months.

10. Has your family ever lived in a home that you own or an apartment in your name? ☐ Y ☐ N ☐ R11. Have you and your family ever been evicted? ☐ Y ☐ N ☐ R

Score 1 if NO to Question 10 and/or YES to Question 11.



SECTION FOUR: VULNERABILITIES AND HOUSING SUPPORT NEEDS

12. In the last 6 months, how many times have you or anyone in your family: # of times
- a. Gone to the emergency room/department _____
 - b. Taken an ambulance _____
 - c. Been hospitalized as an inpatient _____
 - d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention _____
 - e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that _____
 - f. Stayed one or more nights in jail, a holding cell or prison _____

If the total number of interactions equals 4 or more, score 1.

☐

13. Since your family has been homeless:
- a. Has anyone in your family been beaten up or assaulted ☐ Y ☐ N ☐ R
 - b. Has anyone in your family threatened to beat up or assault someone else ☐ Y ☐ N ☐ R
 - c. Has anyone in your family threatened to harm themselves or harmed themselves ☐ Y ☐ N ☐ R
 - d. Has anyone threatened you or anyone in your family with violence or made any of you feel unsafe ☐ Y ☐ N ☐ R
 - e. Has anyone tried to control you or anyone in your family through violence or threats of violence whether that be a stranger, friend, partner, relative or someone in your family ☐ Y ☐ N ☐ R

If YES to any of Question 13, score 1.

☐

14. Does anyone in your family have any legal stuff going on right now that may result in any of the following:
- a. Being locked up ☐ Y ☐ N ☐ R
 - b. Having to pay fines or fees that you cannot afford ☐ Y ☐ N ☐ R
 - c. Impact your family's ability to get housing ☐ Y ☐ N ☐ R
 - d. Impact where you and your family could live in your housing ☐ Y ☐ N ☐ R
 - e. Impact your family's ability to stay together ☐ Y ☐ N ☐ R
15. Has anyone in your family ever been convicted of a crime that makes it difficult to access or maintain housing ☐ Y ☐ N ☐ R

If YES to any of Question 14 and/or YES to Question 15, score 1.

☐


VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

16. Does anyone trick, manipulate, exploit or force anyone in your family to do things they do not want to do? ☐ Y ☐ N ☐ R

17. Where do you and your family sleep most frequently? (select one response)

☐ Shelters

☐ Transitional Housing

☐ Couch Surfing

☐ Outdoors

☐ Car

☐ Other _____

18. Does anyone in your family ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 16;
- If the family stays any place other than Shelters or Transitional Housing in Question 17;
- YES to Question 18.

19. Is there anybody that thinks that you or anyone in your family owes them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? ☐ Y ☐ N ☐ R

20. Do you or anyone in your family get any money from the government, a job, alimony, child support, working under the table, day labour, an inheritance or a pension, or anything like that? ☐ Y ☐ N ☐ R

21. Do you or anyone in your family ever gamble with money they cannot afford to lose or have debts associated with gambling? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 19;
- NO to Question 20;
- YES to Question 21.

22. Does everyone in your family have planned activities, other than activities for survival, at least four days per week that make them feel happy and fulfilled? ☐ Y ☐ N ☐ R

If NO to Question 22, score 1.

23. Does your family have a collection of belongings that gets in the way with your ability to access services or housing? ☐ Y ☐ N ☐ R

If YES to Question 23, score 1.

24. Would you say that your family's current homelessness was caused by any of the following:

a. A relationship that broke down

☐ Y ☐ N ☐ R

b. An unhealthy or abusive relationship

☐ Y ☐ N ☐ R

c. Because family or friends caused your family to lose your housing

☐ Y ☐ N ☐ R



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FAMILIES

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25. Do most of your family and friends have stable housing? ☐ Y ☐ N ☐ R

If YES to any of Question 24, and/or NO to Question 25, score 1.

26. Is anyone in your current household 60 years of age or older? ☐ Y ☐ N ☐ R

27. Does anyone in your family have any physical or mental health issues or cognitive issues including a brain injury, that might require assistance to access or keep housing? ☐ Y ☐ N ☐ R

If YES to Question 26 and/or YES to Question 27, score 1.

28. Does anyone in your family use alcohol or drugs in a way that it:

- a. Impacts their life in a negative way most days ☐ Y ☐ N ☐ R
- b. Makes it hard to access housing ☐ Y ☐ N ☐ R
- c. Might require assistance to maintain housing ☐ Y ☐ N ☐ R

If YES to any of Question 28, score 1.

29. Are there any medications that, for whatever reason:

- a. A doctor said someone in your family should be taking but they are not taking ☐ Y ☐ N ☐ R
- b. The medication gets sold instead of being taken ☐ Y ☐ N ☐ R
- c. The medication is used other than how it is prescribed ☐ Y ☐ N ☐ R
- d. The medication is impossible to take, forgotten, or chosen not to take it ☐ Y ☐ N ☐ R

If YES to any of Question 29, score 1.

30. Has your family's homelessness been caused by any recent or past trauma or abuse? ☐ Y ☐ N ☐ R

If YES to Question 30, score 1.

31. Are there any children that have been removed from the family by a child protection service in the last six months? ☐ Y ☐ N ☐ R

32. Do you have any family legal issues like child custody, protection issues, divorce, or anything like that being resolved in court or needing to be resolved in court that would impact your housing or who may live within your housing? ☐ Y ☐ N ☐ R

If YES to Question 31 and/or Question 32, score 1.



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VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

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33. At any point in the last six months, have any of your children been separated from you to live with another family member or friend? ☐ Y ☐ N ☐ R

34. In the last six months, have any of the children experienced abuse or trauma? ☐ Y ☐ N ☐ R

35. *If there are school-aged children:* Do your children attend school more often than not each week? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 33;
- YES to Question 34;
- NO to Question 35.

36. In the last six months, have the adults in the family changed because of a new relationship, a separation, incarceration, military deployment, or anything like that? ☐ Y ☐ N ☐ R

37. Do you anticipate any other adults or children coming to live with your family in the first six months after you and your family get housed? ☐ Y ☐ N ☐ R

If YES to Question 36 and/or Question 37, score 1.

38. Does your family have a support network for when you need help with your children or other things that come up? ☐ Y ☐ N ☐ R

39. *If there are children 12 and younger as well as 13 and over:* In your household, do the older kids spend two or more hours on a typical day helping their younger siblings with things like getting ready for school, homework, dinner, bathing them, or anything like that? ☐ Y ☐ N ☐ R

If NO to Question 38 and/or YES to Question 39, score 1.

TOTAL SCORE



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SCORING RANGE	RECOMMENDED COURSE OF ACTION
0-3	Assess for least intensive service supports
4-8	Assess for moderate and often time-limited supports
9+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?

Follow Up:

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.

