POLICY & PROCEDURES IMPLEMENTATION MANUAL





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DEFINITIONS	
APPENDIX	

Request for Cash Form

	Emergency Solutions Grant Preral Information		Sect	ion B: Project Informat	1011		
Recipient			Grant No.	Contra	act No.	Project No.	
Mailing Address	#N/A		#N/A	#N	I/A		
Street Address	#N/A			Services Rendered		Request No.	
City, State Zip	#N/A		From		То		
elephone No.	#N/A			Thru		MHC Staff Initials	
Section C: Requ	uest Per Activity						
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Units of Service Activity Number	S
1	Shelter	\$0.00	\$0.00	\$0.00	<u>-</u>		_
2	Street Outreach	\$0.00	\$0.00	\$0.00	<u>-</u>		
3	Rapid Rehousing	\$0.00	\$0.00	\$0.00	\$		
4	Homeless Prevention	\$0.00	\$0.00	\$0.00	\$		
5	HMIS	\$0.00	\$0.00	\$0.00	\$0.00		
	Total:	\$ -	\$ -	\$ -	\$ -	0	
		-	· —	<u> </u>	<u> </u>		_
amount requested v funds are requeste By signing this rep erms and conditions		e and belief that the report is true any false, fictitious, or fraudulen alse claims or otherwise (U.S. C	the contract agreement or grant; e, complete, and accurate, and that information, or the omission of a code Title 18, Section 1001 and Ti	(c) the amount requested here the expenditures, disbursements any material fact, may subject title 31, Sections 3729-3730 an	in does not exceed the total functions and cash receipts are for the me to criminal, civil or administ d 3801-3812).	unds obligated by contract; and (d) the epurposes and objectives set forth trative penalties for fraud, false state	he in the ement
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HOMELESS CERTIFICATION ESG Applicant Name: Household without dependent children (complete one form for each adult in the household) Household with dependent children (complete one form for household) Number of persons in the household: This is to certify that the above named individual or household is currently homeless based on the check mark, other indicated information, and signature indicating their current living situation. Check only one box and complete only that section Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks) The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground. Description of current living situation: Homeless Street Outreach Program Name: This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc. Authorized Agency Representative Signature: Living Situation: Emergency Shelter The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows: Emergency Shelter Program Name: This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Emergency Shelter). Authorized Agency Representative Signature: ____ Living Situation: Transitional Housing The person(s) named above is/are currently living in a transitional housing program for persons who are homeless. The persons(s) named above is/are graduating from or timing out of the transitional housing program: Transitional Housing Program Name: ____ This transitional housing program must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Transitional Housing program). Immediately prior to entering transitional housing the person(s) named above was/were residing in: emergency shelter OR a place unfit for human habitation Authorized Agency Representative Signature: ___ Date:

Housing must be in the home of another (i.e., doubled up): documentation may include letter from tenant/homeowner (intake observation may be appropriate);

Economic reasons may include termination from employment, unexpected medical costs, inability to maintain housing including utilities, etc: documentation may include notice of termination, healthcare bills indicating arrears, utility bills indicating arrears (<i>intake observation not appropriate</i>).
Risk 3: Housing loss within 21 days – has been notified of their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance: notification to leave within 21 days <u>must be written and only third party source/written is appropriate</u> (must document one of the following criteria):
☐ If tenant/homeowner: eviction notice, court order to leave within 21 days; or
If living with another (doubled up): eviction letter from tenant/homeowner.
Risk 4: Living in a rented hotel or motel and cost is not paid for by charitable organization or by Federal, State, or local government programs for low-income individuals (must document the following two criteria):
 Housing must be in a hotel/motel: documentation may include either letter from hotel/motel manager or intake observation; and
Costs have not been covered by charitable organization or government program: documentation – cancelled check.
Risk 5: Living in a severely over-crowded unit as defined by US Census Bureau: lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than 1½ persons per room (must document the following):
Number of rooms in unit <u>AND</u> number of individuals living in unit: documentation may include lease, unit details from Tax Assessor's Office, intake observation.
Risk 6: Exiting publicly funded institution or system of care (must document the following):
 Discharge from healthcare facility, mental health facility, foster care or other youth facility or correction program: documentation – discharge paperwork or referral letter.

RISK 7: Living in nousing associated with instability and	an increased risk of nomelessness.	
Documentation must include:		
Self-certification or other written documentation the individual or family lacks financial resources and permanent housing may be considered.	•	
		_
Intake Staff Signature:	Date:	4.50
		159



VERIFICATION OF IMMINENT			
RISK OF HOMELESSNESS			
Participant Name:	Participant HMIS #:	ESG Project Entry Date:	

Instructions: Identify the housing status applicable to the participant household below and indicate the attached documentation for that housing status. If the participant is being verified as "at-risk of homelessness," and does not meet the housing status qualifications below, use the MHC At-Risk of Homelessness Certification form instead.

Unless otherwise noted, the general order of priority for obtaining evidence is third-party documentation first, intake worker observations second, and certification by the person seeking assistance third.

CATEGORY 2: IMMINENT RISK OF HOMELESSNESS			
Housing St	atus	Documentation Attached	
□ Will imminently los nighttime residence AND No appropriate sub options have been AND Household lacks the resources and supp	e within 14 days sequent housing identified	family that they must leave AND	
necessary to obtain housing or remain i housing	immediate n existing	documented and showing that costs are paid by the applicant AND	

	CATEGORY 4: FL	EEIN	G/ATTEMPTING TO FLEE DOMESTIC VIOLENCE	
	Housing Status		Documentation Attached	
	Fleeing or attempting to flee		Staff Certification stating that the applicant is fleeing, has no	
	domestic violence, dating violence,		subsequent residence, and lacks resources	
	sexual assault, stalking, or other		OR	
	dangerous or life-threatening		Staff Certification stating that the applicant is fleeing, has no	
	conditions related to violence		subsequent residence, and lacks resources	
	AND			
	Has no other residence	1	r non-victim service providers, where the safety of the applicant is not	
	AND	1 -	pardized, oral statements must be verified. Whenever possible,	
	Lacks the resources or support		lude further written documentation showing lack of financial	
	networks to obtain other permanent	res	sources (e.g. financial documents).	
	housing			
			INCOME VERIFICATION	
In a	addition to meeting the housing status	requ	irements above, applicants for prevention must also have an income	
		1edi:	an Income (AMI) at the time of program application. This must be re-	
cer	tified every 90 days.			
Att	ached documentation showing income	at o	r below 30% of AMI includes:	
	Verification of Income form			
	AND			
	Choose one below			
	Source documentation			
	<u>OR</u>			
	Self Declaration of Income (should ON	IY h	e used rarely)	

Intake Staff Name:	Date:
Intake Staff Signature:	

ESG IMMINENT RISK OF HOMELESSNESS FORM

	ιτ□			Chimney exhibits signs of structural failure.	
	110	u 🗆	110	incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	Chimney
		S	S	Ceiling component(s) is not functionally adequate.	
		<u>×</u>	<u>s</u>	ng Ceiling has a hole.	Ceiling
		<u>×</u>	<u>×</u>	Ceiling has an unstable surface.	
		LT [ιτ□	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	
		ודם	וום	onoxide Carbon monoxide alarm is obstructed.	Carbon Monoxide
			וום	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.*	
		וום	וום	System does not function properly.	Call-1 Or - Aid System
		LT [LT [System is blocked, or pull cord is higher than 6 inches off the floor.	Call-For-Aid System
		נם	<u>×</u>	Storage component is damaged, inoperable, or missing.	Capiller and Storage
			* 	Food storage space is not present.*	Cahinet and Store
		<u>×</u>	* 	Bathtub or shower cannot be used in private.*	
			-	resident's ability to maintain personal hygiene.	
				Debit in a control of the control of	
		[<u>×</u>	d Shower resident's ability to maintain personal hypiene.	Bathtub and Shower
		נם	<u>×</u>	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.	
		١ -	S	Only 1 bathtub or shower is present and it is inoperable or does not drain.	
	M			d Signage Address, signage, or building identification codes are broken, illegible, or not visible.	Address and Signage
Inspector Comments	Outside	Inside	Unit	Deficiency Description	Area
		,	,		
Low - N/A (Pass)				Mark all that apply:	
Moderate - 30 Days (Fail)			Z	*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule	
Severe - 30 Days (Fail)			S		
Life-Threatening - 24 Hours (Fail)			נד		
Correction Timeframe (P/F)	ation	afety Designation	Health & Safe	Summary Decision on Unit (Pass/Fail):	Summary Decis
	ms:	of Bedrooms:	Number of	spection:	Type of Inspection:
		Year Constructed:	Year Con	spection:	Date of Inspection:
		Type:	Housing Type:		Inspector:
1:	tact Information:	ontact Info	Owner Con	Any children under 6 reside or expected to reside in the unit? (Y/N):	Any children ur
			Owner:	ntifier:	Family Identifier:
		of Unit:	Address of		PHA:
1 1 5		T	CKLIS	NSPIRE HCV/PBV INSPECTION CHECKLIST	

		Door - General					Door - File								Door - Entry								Cooking Appliance					Ventilation	Clothes Dryer Exhaust			Area
An exterior door component is damaged, inoperable, or missing.	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.	A passage door does not open.	Fire labeled door is missing.	Fire labeled door cannot be secured.	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	Fire labeled door seal or gasket is damaged or missing.	Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be compromised.	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that the door does not self-close and latch.	Fire labeled door does not open.	Entry door cannot be secured.	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infestation.	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	Entry door frame, threshold, or trim is damaged or missing.	Entry door surface is delaminated or separated.	Entry door is missing.	Hole, split, or crack that penetrates completely through entry door.	Entry door self-closing mechanism is damaged, inoperable, or missing.	Entry door will not close.	Entry door will not open.	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	A microwave is the primary cooking appliance and it is damaged.	Primary cooking appliance is missing.*	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.	Cooking range, cooktop, or oven does not ignite or produce heat.	Exterior dryer vent cover, cap, or a component thereof is missing.	Gas dryer exhaust ventilation system has restricted airflow.	Dryer transition duct is constructed of unsuitable material.	Electric dryer exhaust ventilation system has restricted airflow.	Gas dryer transition duct is detached or missing.	Electric dryer transition duct is detached or missing.	Deficiency Description
	ר 🗆	<u>ר</u> 🗆	<u>×</u>	!	S	S	S \square	S 🗆	S	S \square	S	נם	<u>×</u>	M	M	LT	M	S	S 🗆	M	Z	S 🗆	* 	M	S		נד	LT	ιτ□	נד□	וום	Unit
		ו 🗆	<u>×</u>	li 🗆	M	S 🗆	S 🗆	S 🗆	s 🗆	S 🗆	<u>×</u>	נם	<u>M</u>	M	M	S 🗆	Μ	_ N	ΠM	M	<u>N</u>			M	נם		ודם	LT	ιτ□	וום	וום	Inside
Z																										ר 🗆	נדם		וום			Outside
																																Outside Inspector Comments

Food			Floor		Combustible Item OR		Fire	Fire Extinguisher Fire	Fire	Fire Escape Fire	Fenc	Fence and Gate Gate	Fenc	Exit Sign Exit :	Safet	Eleva		Eleva	.,	Panel The		An u	Electrical - GFCI/AFCI AFCI	GFCI	Wat		Outlet and Switch Outle		Outl	Fire	Egress Sleep	Obst	Drain Drair	Area Defi
Food preparation area is damaged or is not functionally adequate.	Food preparation area is not present.*	Floor component(s) is not functionally adequate.	Floor substrate is exposed.	Improperly stored chemicals.	G. C. C. San III.	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater.	Fire extinguisher is damaged or missing.	Fire extinguisher service tag is missing, illegible, or expired.	Fire extinguisher pressure gauge reads over or under-charged.	Fire escape component is damaged or missing.	Fence demonstrates signs of collapse.	Gate does not open, close, latch, or lock.	Fence component is missing.	Exit sign is damaged, missing, obstructed, or not adequately illuminated.	Safety edge device has malfunctioned or is inoperable.	Elevator cab is not level with the floor.	Elevator door does not fully open and close.	Elevator is inoperable.	The overcurrent protection device is contaminated.	The overcurrent protection device is damaged.	Electrical service panel is not readily accessible.	An unprotected outlet is present within six feet of a water source. *	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	Water is currently in contact with an electrical conductor.	Exposed electrical conductor.	Outlet does not have visible damage and testing indicates it is not energized.	Testing indicates a three-pronged outlet is not properly wired or grounded.	Outlet or switch is damaged.	Fire escape access is obstructed.	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	Obstructed means of egress.	Drain is fully blocked.	Deficiency Description
M	□M*	M	M		ודם		ודם	נד	LT 🗆										_ S	וד	M	□ S*	□ S	S 🗆	וום	ודם	_ S	□ S	נד	ודם	וד	ודם	□M	Unit
M		M	M		170		וום	ודם	נדם					ιτ□	M	M	M	<u>z</u>	S	ודם	M	-8*	S 🗆	S 🗆	וום	וום	S 🗆	S	נד			LT	M	Inside
					17 0		II 🗆	נד	ιτ□	LT [<u>x</u>	M	M	ιτ□					S 🗆	LT	M	*8□	S 🗆	S 🗆		ודם	S 🗆	S \square	נד			LT [M	Outside
																																		Outside Inspector Comments

				Infestation										HVAC							Handrail			Guardrail		Galage Dool	Garage Door			Foundation			Area
Evidence of other pests.	Extensive rat infestation.	Evidence of rats.	Extensive mouse infestation.	Evidence of mice.	Extensive bedbug infestation.	Evidence of bedbugs.	Extensive cockroach infestation.	Evidence of cockroaches.	source is inoperable.	connected, damaged, or missing. The inspection date is on or between October 1 and March 31 and the permanently installed heating.	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	Heating system or device safety shield is damaged or missing.	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	Unvented space heater that burns gas, oil, or kerosene is present.*	Air conditioning system or device is not operational.	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.*	Handrail is not installed where required.	Handrail is not functionally adequate.	Handrail is not secure.	Handrail is missing.	Guardrail is not functionally adequate.	Guardrail is missing or not installed.*	Grab bar is not secure.	Garage door does not open, close, or remain open or closed.	Garage door has a hole.	Foundation vent cover is missing or damaged.	Foundation support post, column, beam, or girder is damaged.	Foundation is infiltrated by water.	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	Foundation is cracked.	Deficiency Description
N C	S 🗆	<u>×</u>	S 🗆	N N	s 🗆	M	S \square	N			ודם	*M□	S	LT	Ť	M	*S 🗆	•נדם		M	M	<u>×</u>	נדם	<u>-</u>	Z	M	M		N N	N	<u>×</u>	<u>×</u>	Unit
M	S 🗆	<u>s</u>	M	<u>s</u>	M	M	M	M	3		ודם	*M□	□ S	ιτ□	1	٦ 🗆			רם	M	M	<u>×</u>	וום	-t-	M	M	M		M	M	<u>s</u>	M	Inside
		<u>z</u>									LT [M	M	<u>×</u>	וום	ינדם		M	M	M	Z		<u>z</u>	M	Outside
																																	Outside Inspector Comments

Д геа	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Leak - Gas/Oil	leak.		נים		
	Blocked sewage system.	S 🗆	S \square	S \square	
	Leak in sewage system.	S 🗆	S 🗆	S 🗆	
Leak - Sewage	Cap to the cleanout or pump cover is detached or missing.	<u>×</u>	≥	<u>×</u>	
	Cleanout cap or riser is damaged.	<u>×</u>	<u>×</u>	<u>×</u>	
	Environmental water intrusion.	Z	<u>×</u>		
Leak - Water	Plumbing leak.	<u>×</u>	<u>×</u>	[
	Fluid is leaking from the sprinkler assembly.	<u>×</u>	<u>×</u>	נם	
Lighting - Auxiliary	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.		s 🗆	S 🗆	
Lighting - Exterior	A permanently installed light fixture is damaged, inoperable, missing, or not secure.			<u>z</u>	
	A permanently installed light fixture is inoperable.	<u>s</u>	<u>×</u>		
Lighting - Interior	A permanently installed light fixture is not secure.	Z	M		
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.*	* 	<u>*</u>		
Litter	Litter is accumulated in an undesignated area.		<u>×</u>	[
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	* 			
	Presence of mold-like substance at moderate levels is observed visually.	M	ר 🗆		
Mold Like Substance	Presence of mold-like substance at high levels is observed visually.	S \square	M		
Moid-Like Substance	Presence of mold-like substance at extremely high levels is observed visually.	וום	S \square		
	Elevated moisture level.	<u>×</u>	ר 🗆		
Darking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.			M	
Parking Lot	Parking lot has ponding.			M	
	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	M	M		
Potential Lead-Based	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	S \square	S 🗆		
Assessment	Paint Outside on a target property is deteriorated — below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.			M	
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance			S 🗆	
Private Roads and	Road or driveway access to the property is blocked or impassable for vehicles.			S 🗆	
Driveways	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.			M	
	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	M	M □		
Refrigerator	Refrigerator component is damaged such that it impacts functionality.	M	<u>×</u>		
	Refrigerator is missing.*	* 			

Structure	Steps and Stairs	Sidilis	Chaire			Sprinkler Assembly			Smoke Alarm			Site Drainage					Sink				Ramp	Sidewalk, Walkway,	Sharp Edges			NOO! POSCHION	Roof Assembly			Necrolling wan	Retaining Wall	Area
Structural system exhibits signs of serious failure.	Step or stair is not functionally adequate.	Stringer is damaged.	Tread is missing or damaged.	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	Sprinkler assembly has evidence of corrosion.	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	Smoke alarm does not produce an audio or visual alarm when tested.	Smoke alarm is obstructed.	Smoke alarm is not installed where required.*	Grate is not secure or does not cover the site drainage system's collection point.	Erosion is present.	Water runoff is unable to flow through the site drainage system.	Sink is missing or not installed within the primary kitchen.*	Cannot activate or deactivate hot and cold water.*	Sink component is damaged or missing and the sink is functionally adequate.	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	Sink is not draining.	Water is directed outside of the basin.	Sink or sink component is damaged or missing and the sink is not functionally adequate.	Sidewalk, walkway, or ramp is not functionally adequate.	Sidewalk, walkway, or ramp is blocked or impassable.	A sharp edge that can result in a cut or puncture hazard is present.	Roof assembly is damaged.	Roof assembly has a hole.	Substrate is exposed.	Roof surface has standing water.	Gutter component is damaged, missing, or unfixed.	Restricted flow of water from a roof drain, gutter, or downspout.	Retaining wall is partially or completely collapsed.	Retaining wall is leaning away from the fill side.	Deficiency Description
LT [M	M	LT	ודם	LT 🗆	LT 🗆	וום	נד□	*∟т□				* M	* M	L 🗆	M	M	L	M			S									Unit
II 🗆		M	M	נד□	וד	וום	цП	וום	ודם	*∟†□					<u>×</u>	L	M	M	L 🗆	L			S									Inside
נום	M□	М□	МП	LT□	נד□		LT 🗆				M	ιロ	LO								M□	M□	S 🗆	<u>z</u>	M	M□	M□	M□	M	M□	M□	Outside
																																Inspector Comments

Window cannot be secured. Window will not close. Window component is damaged or missing and the window is not functionally adequate.	t functionally adequate. M L L M L M M M M M M M M M M M M M M
	נום נום
	נום נום
an 2 in	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from M M M Moste receptor flood-level.
	S 0 L
disch	Temperature pressure relief (TPR) valve has an active leak or is obstructed or relief valve discharge piping S is damaged, capped, has an upward slope, or is constructed of unsuitable material.
n of	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that $M \square M$ are cumulatively greater than 6 inches by 6 inches.
	MO MO
	M D M D
	M O M O
	M O
	M O M O
	M D
	M D
	M
	M
	_ M □ M*
ability	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to L 🗆 L 🗆 L 🗆
	M M
abilit	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely $M \square M \square$
A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational	onal. M M M
	S D MD
	M D M D
	LT O MO
	Unit Inside

The housing authority or owner is responsible for compliance with the HUD NSPIRE Standards per the NSPIRE Final Rule (88 FR 30442) and accompanying Federal Register Notices (88 FR 40832, 88 FR 66882). Note: This checklist is not a standards form and is not required for use. The form or its data should not be submitted to HUD, and will not be collected or maintained by HUD. No PII data should be submitted, nor will it be collected.

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Termination of Assistance Notice	
Assistance Checklist	
	195
Memo	

INTRODUCTION & BACKGROUND

Mississippi Home Corporation (MHC) is responsible for ensuring that grants are administered according to the requirements of applicable laws. Additional program information can be found on the HUD Exchange ESG Page. This manual contains a basic overview of the Mississippi Home Corporation Emergency Solution Grants (ESG) and its eligible activities and requirements. It is not intended to replace existing guidance produced by the U.S. Department of Housing and Urban Development (HUD) 24 CFR 576, 2 CFR 200, and other programmatic regulations.

Emergency Solutions Grant (ESG)

On May 20, 2009, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) was enacted into law. The HEARTH Act consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program and revises the Emergency Shelter Grants program and renames it the Emergency Solutions Grants (ESG) program.

The change in the programs' name from Emergency Shelter Grants to Emergency Solutions Grants reflects the change in the programs' focus from addressing the needs of homeless people in emergency or transitional shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. There are two (2) major additions to the program: the Homelessness Prevention component and the Rapid Re-Housing program component. The homelessness prevention component includes various housing relocation and stabilization services with short-term rental assistance to help people avoid becoming homeless. Medium-term rental assistance may be provided for up to 24 months. The rapid re-housing assistance component includes similar services to help people who are homeless move quickly into permanent housing and achieve stability in that housing.

A third component of the ESG program includes the provision of street outreach. Street Outreach allows for ESG funds to be used for essential services, including the utilization of case management activities and other services.

In accordance with 24 CFR 576.400(e)(ii) Written standards must be developed by subrecipients. This manual will help guide standards required by subrecipients. Standards must include requirements listed in 24 CFR 576.400 (e)(ii) and follow the requirements of all related federal regulations and this manual.

OVERVIEW

Purpose

This Policy and Procedures Implementation Manual applies to the implementation of the Emergency Solutions Grants (ESG) Program as authorized by subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378). Mississippi Home Corporation allocates grants to non-profit organizations for reimbursement of eligible expenses related to operating shelters, for street outreach, homelessness prevention and rapid-rehousing assistance. This Policy and Procedures Implementation Manual can be used to provide guidance and recommendations for subrecipients when developing their agency's ESG Policy. However, agencies' program performance is monitored according to that agency's program policy as long as it is in accordance with 24 CFR 576.

The manual outlines the Federal and State requirements of the Emergency Solutions Grant (ESG). This manual along with HUD regulations 24 CFR 576 is the primary resource for implementing projects, but it is not the only resource needed to successfully administer such projects. This manual is a living document and, therefore, will include updates as necessary to reflect changes in MHC's policies and procedures, as well as new HUD regulations, notices, and other guidance. This manual follows federal guidance provided by 24 CFR Part 576.

Program Administration

The U.S. Department of Housing and Urban Development (HUD) awards ESG grants to the State of Mississippi through the Mississippi Home Corporation (MHC). MHC administers these funds for the State and delegates the implementation to subrecipients; however, as the HUD grantee (or "recipient"), MHC is responsible for ensuring that subrecipients carry out activities in compliance with all applicable requirements. Subrecipients are responsible for making sure that compliance with program requirements occurs at all applicable levels. ESG grant applications can be submitted for one to two-year grant cycle. First time ESG applicants are encouraged to apply for a one-year grant application.

Controlling Statutes, Regulations and Authority

Agencies must comply with applicable laws and guidance including the requirements of:

- The Health Act of 2009;
- The ESG Interim Rule found at 24 CFR Part 576;
- OMB Uniform Guidance;
- The requirements of this Policy and Procedures Implementation Manual
- The terms and conditions of the sub-grant agreement; and
- Any subsequent HUD Regulations, Notices, and Guidance.
- HUD regulations 2 CFR 200

Objectives

The objectives of the programs are to assist subrecipients in accomplishing the following:

- 1. Providing financial assistance to homeless persons and/or those at imminent risk of homelessness;
- 2. Meeting the needs of special groups within the homeless population;
- 3. Providing essential services; and
- 4. Shelter Operation and Maintenance.
- 5. Reducing the length of time spent in homelessness, preventing the experience of homelessness, and decreasing returns to homelessness.

The Emergency Solutions Grant continues to prioritize programs' focus from addressing the needs of homeless people in emergency shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. MHC's overall goal for ESG programs is to work with community agencies in ending and preventing the experience of homelessness in Mississippi.

National Strategic Goals/ Priorities/ Objectives

HOME Together is focused on federal strategies that will support states and communities to make homelessness a rare, brief, and one-time experience—and that will sustain that success once achieved. That focus is reflected in its structure.

Experience

Ensure Homelessness is a Rare Objective 1.1: Collaboratively build lasting systems that end homelessness

- Build momentum behind a common vision
- Understand the size and scope of the problem
- Reduce fragmentation
- Drive cost-effective solutions

Objective 1.2: Increase capacity and strengthen practices to prevent housing crises and homelessness

- Reduces the prevalence of risk of housing crises
- Reduce the risk of homelessness while households are engaged with or transitioning from systems
- Target assistance to prevent housing crises

Ensure Homelessness is a **Brief Experience**

Objective 2.1: Identify and engage all people experiencing homelessness as quickly as possible

- Identify every individual and family
- Coordinate comprehensive strategies
- Use HMIS and other data sources to build maintain active lists of people experiencing homelessness

Objective 2.2: Provide immediate access to low-barrier emergency shelter or other temporary accommodations to all who need it

- Provide access to low-barrier emergency shelter
- Provide access to service-enriched, long-term temporary accommodations when needed and appropriate

Objective 2.3: Implement coordinated entry to standardize assessment and prioritization processes and streamline connections to housing and services

Objective 2.4: Assist people to move swiftly into permanent housing with appropriate and person-centered services

- Expand access to new and existing affordable housing for people experiencing homelessness
- Connect people to rapid re-housing
- Connect people with the most intense needs to permanent supportive housing
- Link people experiencing unsheltered homelessness to housing services

Ensure Homelessness is a One-Time Experience	Objective 3.1:	Prevent Returns to Homelessness through Connections to Adequate Services and Opportunities
Sustain an End to Homelessness	Objective 4.1:	Sustain Practices and Systems at a Scale Necessary to Respond to Future Needs

MHC Goals

Every five (5) years, Mississippi Home Corporation (MHC) creates a plan to address identified housing needs in the State. The goals and priorities are:

Goal 1: HOME Rental Development. Expand and Preserve Affordable Rental Housing

- Increase the affordable housing stock to targeted populations.
- Prioritize developments that reserve units for households earning at or below 30% AMI or households that are homeless.
- Require developers to partner with approved nonprofits through a letter of commitment.
 - Letters of commitment must specify services that will be provided to the target population. For example, the partnering agency will provide transportation, case management, job training, employment readiness programs, and other approved supportive services activities.

Measurement: Number of affordable housing units developed, and the number of affordable housing units reserved for prioritized households.

Goal 2 HOME, ESG & HOPWA. Link Housing Development with Employment & Supportive Services that promotes Self-Sufficiency

• Aligning new affordable housing projects with job hubs through mapping and strategic partnerships with employers, MDA, and transportation agencies.

Measurement: Number of affordable housing units developed within 10-15 miles of major employment hubs.

Goal 3: HOME Homeowner Activity. Increase Homeownership Opportunities for households

- Provide direct financial assistance to homebuyers at or below 80% AMI to bridge affordability gaps.
- Promote homebuyer education and counseling to improve long-term housing stability.

Measurement: Number of first-time homebuyers assisted and the percentage of successful mortgage sustainment over time.

Goal 4: ESG and HOPWA activity. Enhance Housing Stability & Homelessness Prevention Programs

- Use the ESG, HOME-ARP, and HOPWA programs to provide wraparound support services, including job training, transportation, case management, education, and other approved services to properties that prioritize identified special populations (homeless and 30% AMI).
- Require housing stability plans for all homeless prevention housing assistance programs (ESG, HOPWA)
 recipients to ensure long-term sustainability.
- Work with the CoCs to end the experience of homelessness and improving health outcomes by providing housing assistance through HOPWA and ESG.

Measurement: Number of formerly homeless individuals housed and percentage maintaining stable housing for 12+ months.

Measurement: Number of individuals who increased income while in the program.

Goal 5: HOME Rental Development and Homeownership programs. Increase Manufacture Housing Stock for households.

• Use manufacturer housing to address affordable housing needs.

Measurement: The number of manufactured units placed in communities with low housing stock.

Goal 6: HOME Homeowner Activity. Increasing Outreach for Housing Preservation through Homeowner Rehabilitation Assistance

- Promote education, outreach, and services
 - o Provide community-based training to nonprofits and local governments to increase program awareness.

Measurement: Number of outreach and training events provided throughout the state.

Number of new agencies and communities that apply for homeowner rehabilitation assistance.

Goal 7: Increase Community Knowledge about CHDOs

 Operating support to foster, maintain and increase our Community Housing Development Organizations.

Measurement: Number of workshops, trainings, and Technical Assistance provided throughout the state.

Goal 8: CDBG Economic Development. Create, expand, and retain jobs for lower-income persons.

Goal 9: CDBG Economic Development. Create or expand employment at for-profit businesses.

Goal 10: CDBG Economic Development. Invest in eligible infrastructure that supports better-paying jobs for Mississippians.

ESG Expected Outcomes

Goal: ESG activity. Enhance Housing Stability & Homelessness Prevention Programs

- Use the ESG to provide **wraparound support services**, including job training, transportation, case management, education, and other approved services to properties that prioritize identified special populations (homeless and 30% AMI).
- Require housing stability plans for all homeless prevention housing assistance programs recipients to ensure long-term sustainability.
- Work with the CoCs to end the experience of homelessness and improve health outcomes by providing housing assistance through HOPWA and ESG.

Measurement: Number of formerly homeless individuals housed. Expect to serve a cumulative of 800 individuals with ESG.

- Decrease in the number of chronic homeless individuals identified.
- Decrease in the number of homeless individuals and households identified.

(use CoC or PIT data)

Measurement: The percentage of formerly homeless individuals that maintain stable housing for 6+ months.

The State expects that 50% or more of the former homeless individuals served by ESG will maintain housing.

Measurement: Number of individuals who increased income while in the ESG program.

The State expects that 25% of households will increase income while in the ESG program.

Program Staff

The staff involved in ESG and ESG program management may be contacted for assistance at the following:

Federal Grants Tamara Stewart, Vice President of Federal Grants

tamara.stewart@mshc.com

601-718-4654

Federal Grants Fredrick Davis, Compliance Officer, Federal Grants

fredrick.davis@mshc.com

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Federal Grants, ESG Vickie Palfrey, Grant Specialist, ESG

<u>vickie.palfrey@mshc.com</u> 601-718-

4655

Document Version

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1.0	5/21/2021	5/28/2021
1.1	5/21/2021	8/2/2021
1.2	5/27/2022	5/27/2022
1.3	9/22/2022	9/22/2022
1.4	1/9/2023	1/9/2023
1.5	1/3/24	1/3/24
1.6	5/15/24	5/15/24
1.7	1/15/25	1/15/25
1.8	6/30/25	6/30/25

PROGRAM REQUIREMENTS

Annual ESG

The ESG program is designed to assist people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. Subrecipients are required to carry out projects in accordance with the regulations for the Emergency Solutions Grants Program, McKinney-Vento/HEARTH Act, Title IV (42 U.S.C. 11371) and 24 CFR 576. Projects funded with ESG must be low barrier with a housing first orientation. Per HUD guidance, individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. Programs may also not use health status to discriminate or restrict access to programs.

The ESG programs provide funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly rehouse homeless individuals and families, and (6) prevent families/individuals from becoming homeless.

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities. Administrative activities are not an eligible charge for subrecipients. Subrecipients can charge staff and overhead costs directly to ESG activities 24 CFR 576.108(a).

All ESG subrecipients are required to have internal program policies that are in line with this manual and CFR 576 standards.

Eligible Beneficiaries

The minimum eligibility criteria for the ESG program set forth by Mississippi Home Corporation are as follows:

- For essential services related to street outreach, beneficiaries must meet the definition of unsheltered homeless.
- For emergency shelter services and related essential services, beneficiaries must meet the definition of homelessness under paragraph (1) or (4).
- For rapid rehousing, beneficiaries must meet the definition of homelessness under paragraph (1), (2), or (4).
- For homeless prevention, beneficiaries must verify that their household income is at or below 30% AMI, they have no other resources and meet the definition of homelessness under paragraph (2) or (4).

Subrecipient must use a system approved by the Feder government to verify the benefits are not provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

Eligible Activities

ESG Eligible Activities

The Emergency Solutions Grant (ESG) Program is designed to end and prevent homelessness. Towards that end, it has four main components under which services and activities are provided to program participants: Street Outreach, Emergency Shelter, Homelessness Prevention, and Rapid Re-housing. Two other components, Homeless Management Information System (HMIS) and Administration, facilitate data collection and program management. Each component of ESG contains specific activities that may be paid for using ESG funds provided that certain requirements are met.

	Se	rving
Component	Those who are Homeless	Those who are At- Imminent Risk of Homelessness
Street Outreach	✓	
Emergency Shelter	~	
Homelessness Prevention		~
Rapid Re-housing	~	

For every component, MHC requires subrecipients to serve each participant and/or potential participant with the "total needs support". This emphasizes case management as essential to assessing housing and service needs,

arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of program participants.

Services/Activities Components

24 CFR 576 – Subpart B details the allowable activities that may be funded with ESG. A summary of these components and the activities associated are as follows:

1. Street Outreach Component (24 CFR 576.101)

ESG funds may be used for the costs of providing essential services necessary to reach out to <u>unsheltered</u> <u>homeless people</u>, 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. Essential services are targeted towards unsheltered homeless individuals. Essential services include case management, engagement, transportation, emergency health services, and transportation.

Case management is essential to assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of program participants.

Additional eligible costs under ESG street outreach component include:

- Engagement, which includes assessment, providing crisis counseling, addressing urgent physical needs (providing meals, blankets, clothes, or toiletries).
- Case management which includes the cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the participant. Identification cards are an allowable expense under Street Outreach case management as long as it is needed to access shelter and other emergency services.
- Cost of program participant's travel on public transportation

• Emergency health services (physical health and mental health). Eligible cost is for direct outpatient treatment provided by licensed medical professionals operating in community-based settings. 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.

2. Emergency Shelter Component (24 CFR 576.102)

Emergency shelter operations and services funded under this component provide access to emergency shelters and improve shelter quality. ESG funds may be used to provide essential services to homeless individuals and households in emergency shelters and fund shelter operations. All items purchased must be for the operation of the shelter.

For regular ESG, Emergency Shelter + Street Outreach cannot exceed 60% of the total ESG annual award. Eligible essential services cost under the ESG shelter component include:

- Hotel or motel vouchers for families or individuals who are unable to access shelter.
- Cost of program participant's travel on public transportation
- Life skills training which includes but not limited to budgeting resources and managing money (which may include payee services).
- Mental health services for 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.
- Substance abuse treatment services designed to prevent, reduce, eliminate, or deter relapse
 to substance abuse or addictive behavior 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.
 - Treatment cost consists of outpatient treatment for up to 30 days. Group and individual counseling are eligible cost; inpatient detoxification and other inpatient drug or alcohol treatment are NOT eligible costs.
- Outpatient health services may be provided through ESG only to the extent that other appropriate health services are unavailable within the community.

- Educational services are an eligible cost, when necessary, for the program participant to obtain and maintain housing. Educational services include General Educational Development (GED) programs, and English as a Second Language program.
 - The State of Mississippi has many free GED classes, but limited resources that pay for GED testing. The Corporation recommends that subrecipients are interested in using the education resources to identify and partner with existing GED programs in the community.
- Employment Assistance and Job Training programs are eligible including services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certification.

Essential services are targeted and prioritized for individuals who are homeless and are in need of essential services to secure housing. Agencies are encouraged to use essential services to help eligible individuals obtain self-sustainability.

If no appropriate emergency shelter is available, grantees may use ESG funds to provide unsheltered homeless individuals with hotel/motel vouchers. Hotel/motel vouchers may be provided if shelter beds are unavailable, but it is not safe for them to use because of the need for social distancing.

Hotel or motel vouchers may be paid for a homeless family or individual when no appropriate shelter is available. Hotel or motel stays should be limited to no more than one week. If participants require longer than a 7 day stay, subrecipients must get approval from MHC staff.

Subrecipients must provide low-barrier access to ESG funded shelters. Subrecipients are required to develop shelter standards that dictate the admission process, length of time and diversion. Length of time can be no longer than twelve months. Funded shelters must meet shelter and housing standards identified in 576.403, have accessibility to special needs populations, meet VAWA requirements, and have safeguards in place to meet safety and shelter needs of special populations.

All shelter programs funded by ESG must enter shelter residence information and shelter bed count information into HMIS or VELA. The ESG shelter program must be provided through a holistic approach whereas shelter must work with shelter residence to obtain permanent housing. MHC will not fund a shelter program if it is not connected directly or indirectly to a permanent housing program.

3. Homelessness Prevention Component (24 CFR 576.103)

ESG funds may be used to prevent an individual or a family from moving into an emergency shelter of another place described in paragraph (1) of the "homeless" definition in §576.2. Allowable activities for services

provided with homeless prevention is in accordance with the housing relocation and stabilization services requirements in § 576.105. Homeless prevention assistance may be provided to individuals and families who meet the criteria under the "imminent risk of homelessness" definition, as defined in paragraph (2) of the homeless definition or who meets category 4 of the homeless definition in §576.2 and have an annual income at or below 30% of median family income for the area as determined by HUD. Funds may be used as described by §576.103 to prevent homelessness which may include relocation and stabilization services as described by §576.105.

- Homeless prevention assistance may be provided for short-term assistance (up to 3 months), or a medium-term assistance (up to 24 months). Re-evaluation of need and eligibility must be conducted and documented every three months.
- The applicant and the program participant must be the same. A person who is listed as "in the household" cannot make an application for assistance unless that person is a party to the lease agreement and utility bills.
- Eligible applicants who meet the "imminent risk of homelessness" definition as defined in paragraph two of the "homeless" definition, or paragraph four of the homeless definition and have an annual income at or below 30% AMI who are determined to have no alternative resources and no other place to go.
- The applicant and the program participant must be the same. A person who is listed as "in the household" cannot make an application for assistance unless that person is a party to the lease agreement and utility bills.

4. Rapid Rehousing Component (24 CFR 576.104)

ESG funds may be used to provide rapid re-housing services/activities in accordance with the housing relocation and stabilization services requirements in § 576.105 and the short- and medium-term rental assistance requirements in § 576.106. Housing relocation and stabilization services/activities must be provided as necessary to help homeless individuals and households (meeting Category 1 or 4 of the HUD Homeless Definition) to quickly move to permanent housing and achieve stability.

- Eligible participants must meet Categories 1 or 4 of the HUD Homeless Definition
- For Annual ESG, rental assistance may be short-term (up to three months) or medium-term (up to 24 months).
- Re-evaluation every 12 months.

5. Data Management and Program Management Components

- A. Homeless Management Information System (HMIS) (24 CFR 576.107)
- a. Funding to facilitate data collection through the participation in and contribution to the HMIS designated by the Continuum of Care for the area. The following guidelines must be adhered to:
 - The sub-recipient must ensure, in accordance with HUD standards of participation that data on all persons served and all activities assisted under the ESG program are entered into the applicable community wide HMIS (or comparable database) in the area in which those persons and activities are located.
 - 2. The subrecipient must report and track all data collection and reporting under a local HMIS.
 - 3. If the sub-recipient is a victim services provider or a legal services provider, it may use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

Allowable activities for RRH and HP

Housing Relocation and Stabilization Services (24 CFR 576.105)

Annual ESG funds can be used to pay housing owners, utility companies, and other third parties for the below listed costs. Qualified individuals who meet the homeless criteria under paragraph (1) or (4) of the "homeless" definition in §576.2 for RRH, or qualified individuals who meets the homeless criteria under paragraph two or four of the homeless definition for HP qualifies for assistance described the Housing Relocation and Stabilization category. All funds must be paid directly to the service provider. The following financial assistance activities are eligible expenses:

1. Rental application fees that are charged by the owner to all applicants.

- 2. Security deposits that are equal to no more than two (2) months' rent.
- 3. Last months' rent if it is necessary to obtain housing for a program participant. The last months' rent may be paid to the housing owner at the time the owner is paid the security deposit and the first months' rent. This assistance must be included in determining total rental assistance.
- 4. Prior rental arrears may be paid to a previous landlord if the arrears negatively impact the program participants' ability to get new housing. To pay this service, the old lease must be provided, and the Affidavit of Arrears must be completed and signed by the prior landlord.
- 5. Utility deposits as required by the utility company for all customers. The only eligible utility services are gas, electric, water and sewage.
- 6. Utility payments may be paid for up to 24 months per program participant, per service, including up to 6 months of utility payments in arrears, per service.
- 7. Moving costs may be paid for truck rental or hiring a moving company. Temporary storage fees for up to 3 months are allowable provided the fees are accrued after the program participants begin receiving assistance and before he/she moves into permanent housing. Payment of temporary storage fees that are in arrears is not an eligible expense.

Short-term and medium-term rental assistance (24 CFR 576.106)

To qualify for short- and medium-term rental assistance, a program participant and a housing owner must have a typed and signed lease for the provision of rental assistance. Subrecipients can provide program participants with up to 24 months of rental assistance during any 3-year period.

- Short-term rental assistance may be provided for up to three (3) months. The case manager must reassess the program participants' circumstances at least monthly and update case notes into HMIS. The case manager must provide reasonable timelines for the program participant to submit information necessary to determine program eligibility.
- Medium-term rental assistance may be provided for up to twenty-four (24) months. The case manager must reassess the program participants' circumstances at least monthly and must update case notes into HMIS.

Rental Assistance

• Deposits and Move-In Assistance

The Housing Relocation and Stabilization Services section in this manual and CFR §576.105 describes allowable move-in cost and deposits. ESG funds can be used to pay for activities directly related to obtaining stable housing. Qualified individuals who meets the homeless criteria under paragraph (1) or (4) of the "homeless" definition in §576.2 for RRH, or qualified individuals who meets the homeless criteria under paragraph (2) of the homeless definition for HP qualifies for deposits and other move-in assistance described the Housing Relocation and Stabilization category. Eligible activities include deposits, and eligible moving equipment. Program participants who receive rent payments from another financial assistance program (e.g. Section 8), are eligible for security deposits only.

• Rental Arrears.

Under Annual ESG, the payment of rental arrears consists of a <u>one-time</u> payment for up to 6 months of rent in arrears (delinquent), including any late fees on arrears. Any subsequent payment of late fees must be paid with non-ESG funds. The costs of rental and utility arrears assistance are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their housing or move into other permanent housing and achieve stability in that housing. Rental assistance or arrears to pay for a lot on which a manufactured home is located will require prior MHC approval.

Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments §576.106 (c).

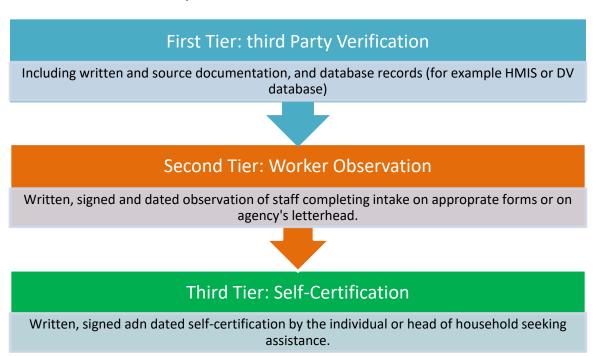
• Maximum Amount of Rent to be Paid.

Subrecipients of ESG funds must determine what percentage or amount of rent and utilities cost each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. Such standards must be included in the sub-recipient's Written Standards and must be applied consistently across all ESG funded projects.

Record Keeping

Documentation Order of Priority.

It is the subrecipient responsibility to collect the required documentation to determine eligibility and provide services. Documentation order of priority **MUST** be followed for all ESG applicants. Documentation order of priority **DOES NOT** apply for individuals fleeing or attempting to flee a domestic violence situation. Documentation must be collected in order of preference:



^{*}Agencies cannot withhold or deny services if third party documentation is not accessible.

*If third party documentation is not accessible, subrecipients must provide documentation proof of efforts to collect third party documentation. Subrecipients policies must include documentation priority and documentation of efforts to collect third party documentation.

First Tier Documentation: Third Party Verification

- Source Documents:
 - Pre-existing records from a third party provided to intake staff such as receipts and printouts from relevant third-party information system,
 - o Examples: HMIS, CES, SSI award letter, Eviction Notice, Discharge paperwork

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Written verification:

- Letters, written referral, pr written observations by another person that are signed, dated, and on appropriate letterhead.
- Examples: Written observation of a shopkeeper, written referral from law enforcement, letter from property owner that person must leave.

Documented Oral Verification

- Verification provided by a third party given over the phone or in person directly to the intake staff.
 Intake staff records the statement in writing, certifies its true and completes, signs and dates.
- Examples: Intake worker calls leaseholders who confirm that the family can no longer stay in the apartment after this week because of pending lease violations.

Second Tier Documentation: Intake Worker Observation

- Intake worker observation must:
 - o Be issued on third party letterhead or form an agency email address.
 - o Identify the intake worker that made the observation
 - Certify that the statement is true and complete
 - Be signed and dated by the intake worker
 - Example: An intake worker physically observes a person residing in their car and writes, signs and dates the observation for the record.

Third Tier Documentation: Self-Certification

- Self-Certification must :
 - Identify the individual or head of household
 - o Provides detail of specific criteria being documented
 - Certify that the statement is true and complete
 - o Be signed and dated by the individual or head of household.
- Self-certification should be infrequent, but are permitted.

Subrecipients will be responsible for ensuring the following:

- Before financial services are provided, collect eligibility documentation and documentation to justify financial assistance.
- Emergency/Arrearage payments must be made to the provider (e.g. landlord, utility company) of such items or services on behalf of an individual or family, and not directly to an individual family, or debt collections agency.
- Proper documentation must be maintained to ensure that all costs incurred are eligible.
- Proper documentation must be maintained that shows how the amount of assistance provided was determined to be necessary and reasonable.
- Proper documentation and support must be uploaded into HMIS

Homeless Status §576.500.

Subrecipients must maintain and follow intake procedures to ensure compliance with the homeless definition in §576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. Consider the documentation order of priority section of this manual for obtaining "homeless" or "imminent risk of homelessness" evidence. Lack of third-party documentation must not prevent an individual from accessing shelter, receiving street outreach, or from receiving services provided by victim service providers. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation. Reference Mandatory Documentation in this manual for acceptable verification of "Homeless".

Rent Reasonableness.

Under ESG, rent must meet rent reasonableness standards and cannot exceed HUD's published FMRs for the area. The rent for the unit assisted with ESG funds must not exceed the lesser of the FMR or the rent reasonableness standard. Rent reasonableness is determined by comparing the gross rent of three to four units in a set community to the Fair Market Rent (FMR updated annually) of that community.

A. To calculate the gross rent of a unit that is being tested for rent reasonableness and the FMR standard in a unit where the tenant is responsible for paying the utilities:

- 1.Total contract rent amount of the unit + Any fees required for occupancy under the lease (excluding late fees and pet fees) + Monthly <u>utility allowance</u>* (excluding telephone) = Gross Rent Amount
 - a) Utility Allowance is established by a local Public Housing Authority (PHA) and includes all utilities paid for by the tenant.
- **B.** To calculate the gross rent of a unit that is being tested for rent reasonableness and the FMR standard in a unit where the tenant is NOT responsible for paying the utilities:
 - 1.Total contract rent amount of the unit + Any fees required for occupancy under the lease (excluding late fees and pet fees) = Gross Rent Amount

Subrecipients must establish their own written policies and procedures for documenting comparable rents to establish transparency and consistency across all projects. Written policies and procedures should include:

- A methodology for documenting comparable rents
- Case file checklists and forms
- Standards for certifying comparable rents as reasonable
- Determination must be supported by documentation in the case file.

A grantee must determine, and document rent reasonableness for all units for which ESG rent assistance (including arrears) and/or security deposit assistance is being provided. The requirement applies whether homelessness prevention or rapid rehousing assistance is provided.

Fair Market Rent.

Rental assistance cannot be provided for a unit that exceeds the <u>Fair Market Rent</u> established by HUD. Fair Market Rent amounts are based on units that include utilities. Rent must follow HUD standard of rent reasonableness (comparable like units).

Rental Assistance Agreement.

Rental assistance payments may only be paid to the property owner with whom the sub-recipient has entered into a rental assistance agreement. The rental assistance agreement must be very specific and set forth the terms under which the assistance will be provided (i.e., when the assistance begins and ends). The agreement must also provide that during the term of the agreement, the owner must give the program participant a copy of any notice to vacate the housing unit. This shall also include any complaint used under state or local law to commence an

eviction action against the program participant. Only ESG agreements provided by MHC are acceptable documents. All others may result in ineligible costs. The rental assistance agreement must contain the same cost, same payment due date, grace period, and late payment penalty requirements as the program participant's lease.

Late Fees.

Payment of late fees are allowable costs in connection with payments of rental/utility arrears. The subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds, and for late payment penalties incurred due to subrecipient internal policies.

a. Annual ESG – The program pays for the initial late fees at the time of assessment. This will cover late fees related to arrangements to bring the rental payments current. No additional late fees will be paid once the rent is current.

Lease Agreement.

Each program participant must have a legally binding typewritten lease agreement for the rental unit. The lease must be between the property owner or landlord and the program participant (tenant). The lease must be signed by the landlord and the tenant(s). The lease must clearly provide a full and complete address for the rental property. If the lease agreement is between parent and child, siblings or other relatives, it is invalid, and not reimbursable. If an employee, spouse or other family members of the sub-recipient program has rental property, that employee is not eligible for rental reimbursement through the ESG program.

If the property owner is renting a single-family unit, the lease must also be typewritten. Handwritten lease agreements or notices from the property/landlord are no longer acceptable.

Program Income

24 CFR 576.2, 576.407(c)(1). Allowable income generated from ESG program activities may be used for matching contributions, subject to the requirements in §576.201, 2 CFR 200.80, and this manual. ESG-CV is exempt from Match requirements.

National Standards for Physical Inspection of Real Estate (NSPIRE)

The NSPIR Final Rule, establishes minimum standards for real estate used in federally funded programs. Permanent housing funded under the Rapid Re-housing and Homelessness Prevention components of ESG must meet the NSPIRE inspection standards.

ESG funds cannot be used to help a program participant remain in or move into housing that does not meet the NSPIRE inspection standards. This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components, including rental assistance and housing relocation and stabilization services.

Environmental Review

The environmental review is an examination of the potential environmental impacts of a project to ensure compliance with the National Environmental Policy Act (NEPA) and all related laws and authorities. Subrecipients must submit all available relevant information necessary for MHC's Environmental Impact Officer to perform an environmental review required by 24 CFR Part 50 and must carry out mitigating measures deemed necessary.

Subrecipients may not expend any funds, regardless of source, on any project funded (except temporary emergency shelters) in whole or in part with an ESG sub-grant until the environmental review has been completed. Failure to comply with this requirement may result in cancellation of the sub-grant.

Coordination of Service & Systems

ESG funded programs must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the state of Mississippi.

Subrecipients must develop their ESG program with the <u>Federal Strategic Plan</u>, MHC's Annual Action Plan, and the Consolidated Plan goals in mind. In working towards these goals, subrecipients must:

- Work with their local Continuum of Care agencies to end homelessness
- Work with publicly funded institutions and systems to prevent homelessness (such as foster care and other youth facilities, mental health facilities, correctional programs or institutions, and health-care facilities)
- Work with local agencies that serve the most in need populations.

In coordinating services, subrecipients must also consider affordable permanent housing placements. Subrecipients are encouraged to coordinate with:

- Local Housing Authority
- Tax-credited housing
- Income-based housing

ESG Funding Limits

Funding Source	Income Limit	Assistance Type	Term of Assistance
ESG-HP	30% AMI	 One-time Rental and/or Utility Arrears Relocation and Stabilization Services On-going monthly payments 	up to 24 months
ESG RRH		 Relocation and Stabilization Services On-going monthly payments 	Up to 24 months
Shelter		 Eligible activities identified under the Emergency shelter component 	12 months

DETERMINING PROGRAM PARTICIPANT ELIGIBILITY

Eligible Program Participants

There are five eligible populations identified for ESG:

- ♦ Homeless Definition Category 1: Literally Homeless (Living on the Street or in Emergency Shelter)
- Homeless Definition Category 2: Imminently Homeless (within 14 days)
- ❖ Homeless Definition Category 4: Fleeing/attempting to flee Domestic Violence

Note: MHC does not fund serves provided to Category 3 of the homeless definition and the At Risk of Homeless population as defined by HUD in the At Risk of Homeless definitions.

ESG services will be reserved for those who are homeless based on HUD's definition of homelessness. Individuals At Risk of Homelessness based on HUD's definition of At Risk of Homelessness can be referred to other resources like HOME-ARP.

Assessment

All applicants must be assessed to determine eligibility for receipt services. The type and length of assistance for which an eligible household qualifies is determined by their household income, stability of their current housing, and/or their homeless status.

An initial evaluation to determine program eligibility of individuals and/or families will be conducted by the subrecipients. Subrecipients are expected to include documentation on the results of the eligibility assessment in the client's case file and identify which program source and program component the individuals or families are being assisted with, and the length of assistance needed. After the initial evaluation, the type and amount of assistance will be established to ensure the individual or family's needs are met to regain stability.

Eligible applicants must meet the homeless definition and have no other resources available. Subrecipients must keep all supporting documents in applicants' file.

Coordinated Entry/Assessment System §576.400(d).

Each Continuum of Care in Mississippi has developed a coordinated entry system or a coordinated assessment system in accordance with requirements to be established by HUD. Each ESG funded program within the Continuum of Care's area MUST use that assessment system. The recipient and subrecipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards.

Coordinated assessment systems must be low-barrier and may be utilized to prioritize households with zero/low income, disabilities, and long-term histories of homelessness.

A victim service provider may choose not to use the Continuum of Care's centralized or coordinated entry system for participants impacted by domestic violence.

Income Eligibility

Household Income

Eligible Program Funds

HP Household income at or below 30% AMI

Annual ESG

When calculating income, temporary income (i.e. Federal Pandemic Unemployment Compensation Program payments, stimulus checks) should not be included in the calculations. A lack of income does not preclude any household from receiving services. Households without income are eligible to receive ESG assistance in any of the following components:

- Street Outreach (Homeless definition paragraph 1 and 4)
- Emergency Shelter (Homeless definition paragraph 1 and 4)
- ❖ Homelessness Prevention (Homeless definition paragraph 2)
- Rapid Re-housing (Homeless definition paragraph 1 and 4)

Homeless or Imminent Risk of Homelessness

HUD's definition of Homeless or Imminent Risk of Homelessness should be used to determine an applicant's eligibility.

But For

To establish eligibility, an initial consultation with a case manager is to be conducted and an assessment made as to whether the household will require emergency shelter or be literally homeless "but for" this financial assistance. The case manager should be able to make the determination that the household has no other available housing options or lacks financial resources that would prevent them from becoming homeless. This includes no family support and no other social support networks.

The initial consultation conducted by the case manager should make the necessary determination of the range of services that may be required for the program participant. The structure of the ESG program is designed to provide and promote comprehensive services to the program participants. This is an effort to assist the program participant with gaining and maintaining stability in all facets of life, not just housing. The case manager must be knowledgeable of all services that are available in a community to service the program participant effectively.

Additionally, each program participant receiving homelessness prevention or rapid rehousing assistance must be required to meet regularly with a case manager (except where prohibited by the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA), and the assistance provider must develop an individualized plan to help that program participant retain housing after the ESG assistance ends.

Rent Limitation and Duration

ESG rental assistance is limited to the Fair Market Rent, including the Utility Allowance calculation for the identified area and the Rent Reasonableness determination. Subrecipients may choose to reduce the rent limitations in their community to less than the FMR; however, subrecipients cannot increase the rent limitation to go above the FMR of the area. Subrecipients must use a rent limit policy that is used consistently for all units receiving a rent subsidy, including arrears, and must be completed before the rent subsidy is paid. The rent limit is the maximum rent subsidy that can be paid for a unit of a given size.

Determining Rent Subsidy

Rent subsidy may be in the form of TBRA or PBRA. Subrecipients must have a standardized procedure for determining the amount of rent subsidy for each household. The procedure should include consideration of the

household's resources and expenses. Although each household may receive a different amount of rent subsidy, the procedure for determining the subsidy must be standardized.

Client files must include documentation of the subsidy amount and determination process. Rent subsidy should be adjusted when there is a change in household circumstance, income, or need.

If utilities are not included in the rent but are the responsibility of the resident, a utility allowance for reasonable rent utility consumption must be subtracted from the rent. Subrecipients must use their local Public Housing Authority's (PHA) schedule of utility allowances per CPD Notice 17-11.

Duplication of Benefits (DOB)

Duplication of Benefits (DOB) occurs when an individual or household receives financial assistance for the same service, during the same period, from multiple funding sources.

The ESG requires that the subrecipients complete the following analysis to avoid DOB

- 1. Assess the needs of the applicant.
- 2. Ask the applicant if they have received/receiving any additional support or any kind.
- 3. Calculate the unmet need
- 4. Document the calculation
- 5. Make sure all applicant subrogation forms are complete.

ESG funds may not be used to cover costs that have already been paid for or that will be paid for by another federal program or other sources. Subrecipients must determine and document if the household is receiving assistance from other sources (e.g. ERAP, SSVF, HOME-ARP, CoC, FEMA costs for temporary shelter, Emergency Housing Vouchers, philanthropy, faith-based, CDBG, etc.) to avoid duplication of benefits as well as verify that the other form of assistance does not disqualify the eligibility of the individual or household (Section 312 (42 U.S.C. 5155)).

To prevent a duplication of benefits, tenants and landlords are required to sign the Duplication of Benefits Certification which does the following:

Provides a self-certification to the landlord and tenant indicating that they have not received a
duplicative benefit;

- Request disclosure of any potentially duplicative assistance that they have already received, or reasonably anticipate receiving;
- Certifies that the landlord and applicant agree to repay assistance that is determined to be duplicative.

Types of Rental Assistance

Tenant-based rental assistance (ESG TBRA).

- (1) A program participant who receives tenant-based rental assistance with ESG may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.
- (2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
- (3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
 - (i) The program participant moves out of the housing unit for which the program participant has a lease;
 - (ii) The lease terminates and is not renewed; or
 - (iii) The program participant becomes ineligible to receive ESG rental assistance.

Project-based rental assistance (ESG PBRA).

- If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:
- (1) The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.
- (2) The recipient or subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's

- rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.
- (3) The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent, *i.e.*, the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.
- (4) The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.
- (5) The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in § 576.203 or commit funds for a future ESG grant before the grant is awarded.

Use with other Subsidies

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

Case Management

Case management is essential to assessing housing and service needs and arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of program participants.

Determination of eligibility of a program participant for ESG financial services must be conducted by the subrecipient through an initial consultation with a case manager. The case manager should be able to determine the amount and types of assistance the individual or family needs to regain permanent housing stability.

Case management is an eligible activity with ESG to ensure housing stability for participants. Case management time and eligible activities can be charged to the grant. The activity sheets and HMIS/VELA must detail the work and amount of time dedicated to ESG. Timesheets and activity worksheets/contact logs are MANDATORY for ALL staff members carrying out duties directly related to the grant for which the organization is requesting reimbursement.

Reimbursement for ALL staff MUST be accompanied by an activity sheet detailing the work they have completed in the component pertaining to ESG.

*Please refer to the appendix for a sample Activity Sheet.

Note: An Activity Sheet is applicable if you are requesting salary reimbursement and accompanies each service/activity component that is listed on the Request for Cash. Please note a separate activity sheet is needed for each program that salary reimbursement is requested.

Case management activities provided through homeless prevention or rapid re-housing assistance to a program participant **MUST**:

- Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability, and
- Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
- Document contact with ESG applicants through a contact log or case note in HMIS/VELA.

*The subrecipient is exempt from the requirement to "meet with a case manager not less than once per month" if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits that recipient or subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

Housing Engagement & Case Management

Housing stability case management includes approved housing placement activities identified with §567.105 Housing Relocation and Stability Services section (2) *Housing Stability Case Management*. Housing placement 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 and seeking relocation. Component services and activities includes:

- Using Coordinated Entry System to evaluate participants for homeless prevention or rapid re-housing assistance
- Conducting the initial evaluation
- Counseling
- Developing, securing, and coordinating services
- Developing an initial housing and service plan.

Case Management Staffing Ratio by Population Recommendation

Staffing ratios may vary depending on the specific populations being served and the case management model used. Recommendations for staffing ratios are based on best practice standards and the demographics of the population. The client-to-staff ratio can change frequently as case managers assist clients in transitioning out of the program and into stable housing while simultaneously bringing new clients into the ESG program. Additionally, following the Critical Time Intervention (CTI) model, the intensity of case management is designed to decrease over time. As clients gain more responsibilities and work towards self-sustainability, they require less intensive support. The case management staffing ratio provides the minimum and maximum amount of clients per staff.

Below are general best practice standards based on population:

- Chronic homeless 15:1
- Non-chronic individuals with mental health 20:1
- Critical Time Intervention (CTI)- 15 to 20:1

Individual Housing Stability/Service Plan

All applicants receiving ESG services are required to have an Individualized Housing Stability/Services Plan. This plan must be written, kept in clients' files and in HMIS, and accessible to MHC staff or HUD for monitoring purposes. The individualized housing stability/service plan is a plan developed by case managers and participants and serves as a path to permanent housing stability. The initial plan must start at initial intake and assessment, provide a step-by-step guide to a successful discharge, and should evolve over time. At a minimum, the service plan should address:

- Housing
- Employment/Income
- Identified barriers to stability

Each individual housing stability/service plan must have:

- Obtainable goals
- Goals that are related to housing stability and self-sustainability
- Action steps
- Identify responsibilities within the action steps
- Goal accomplishment dates
- ❖ Be in agreement with the client and case manager
- Be revised as needed

Case Management Best Practices

Services provided should be case management focus. Determining the best approach to case management can be difficult; however, there are several best practice case management models to consider when providing case management.

- 1. Housing First
- 2. Critical Time Intervention
- 3. Supportive Housing Services Plan Guidebook
- 4. Motivational Intervention

- 5. Rapid Resolution
- 6. <u>Trauma-Informed Care</u>
- 7. Diversion
- 8. Rapid Rehousing: Housing Barriers Assessment
- 9. Discharge planning
- 10. Employment First

Termination of Assistance

The subrecipient may terminate assistance to a program participant who violates program requirements. Termination from the ESG program does not bar the subrecipient from providing further assistance at a later date to the same individual or family.

Program applicants may be terminated for from ESG the following reasons:

- 1. Not disclosing any increases in income above 30% AMI during the recertification process.
- 2. Not meeting with a case manger and a conducting a housing stability service plan as required by <u>24 CFR</u> 576.401(e)(1).
- 3. Additional rules as set by the subrecipient. All program rules must first be approved by MHC.

Due process

Subrecipients must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:

- Providing the program participant with a written copy of the program rules and the termination process
 before the participant begins to receive assistance;
- Written notice to the program participant containing a clear statement of the reasons for termination;
- A review of the decision, in which the program participant is given the opportunity to present written or
 oral objections before a person other than the person (or a subordinate of that person) who made or
 approved the termination decision; and
- Prompt written notice of the final decision to the program participant.

During this process, the subrecipient must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the subrecipient must provide meaningful access to persons with LEP.

Mandatory Documentation

Verification of Eligibility

Rapid Rehousing documentation

Eligible participants must have the following for RRH:

- Homeless certification
- Referred from the local Coordinated Entry System
- The ESG applicant and the program participant must be the same. A person who is listed as "in the household" cannot apply for ESG assistance unless that person is a party to the lease agreement and utility bills and that person qualifies for ESG assistance.
- This list is for eligibility and does not include housing required documentation.

Homeless Prevention documentation

Eligible participants must provide the following:

- An active, signed lease agreement between the program participant and the landlord or property owner. Leases with a month-to-month clause will also be accepted. Verbal rental agreements are not eligible.
- A notice to leave. The eviction notice can be a letter/notice from the landlord, property owner or an official legal court document. At the minimum, the document must:

- Identify the ESG applicant and unit location where the applicant is the leaseholder,
- Indicate that the applicant must leave their housing within 14 days,
- Be signed and dated by the owner/landlord or court
- List the total amount that must be paid to remain in the unit.
- A signed affidavit of arrears signed by the landlord, property manager or property owner.
- A Rental Assistant Agreement is required in addition to a signed lease. The rental assistant agreement is a signed agreement between the grant subrecipient and the housing owner.
- A verification of payment ledger/history provided by the landlord or applicant. The ledger is
 used as backup documentation to the affidavit and certifies the delinquent amount and
 additional charges.
- Verification of current individual/household income is an eligibility requirement for homeless prevention services. See income eligibility section in this document for information regarding income restrictions with homeless prevention.
- Verification that the individual/household has no other resources to prevent them from moving into an emergency shelter.
- The ESG applicant and the program participant must be the same. A person who is listed as "in the household" cannot apply for ESG assistance unless that person is a party to the lease agreement and utility bills and that person qualifies for ESG assistance.

Client File Documentation

Program participants that are eligible for assistance must provide all applicable mandatory documentation to complete the application process. Subrecipients are required to upload the following documents to the client file, as applicable:

- 1. *Homeless Status* §576.500. Required documentation for verification of homelessness as defined in the "homeless" definition under paragraphs (1), (4) (eligible activities includes Outreach, Shelter, RRH) and under paragraphs (2), (3), (4) (eligible activities if individual does not meet category (1) HP).
 - If an individual or family qualifies as homeless under paragraph (1) (i) or (ii) of the homeless definition, allowable activities are Outreach, Shelter, RRH and acceptable evidence includes:

- a written observation by outreach worker/case manager of conditions where the individual or family was living,
- o a written referral by another services provider, or
- a self-certification by the head of household seeking assistance.
- If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition, because he or she resided in a shelter or place not meant for human habitation and is exiting an institution where he or she resided for 90 days or less allowable activities are Outreach Shelter, RRH and acceptable documentation includes appropriate homeless verification and one of the following:
 - Discharge paperwork or a written or oral referral from appropriate official of the institution. Discharge information must state the beginning and end dates of the time residing in the institution.
 - Written record of the intake worker's due diligence in attempting to obtain evidence.
- If the individual or family qualifies as homeless under paragraph (2) of the homeless definition because they will imminently lose their housing allowable activity is HP and appropriate evidence including:
 - A court order resulting from an eviction action that requires the individual or family to leave their residence in 14 days after the date of their application for assistance; or equivalent notice under Mississippi state law, or a Notice to Terminate.
 - For individuals and families whose primary nighttime residence is a hotel or motel room NOT PAID for by charitable organization, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application; or
 - An oral statement by the individual or head of household that the owner or renter of the housing they currently reside will not allow them to stay for more than 14 days after their application for assistance.
 - If documentation is not available, evidence of due diligence must be recorded.
 - Certification by the head of household that NO subsequent residence has been identified;
 and
 - Certification or other written documentation that the individual or family LACKS the resources and support networks needed to obtain other permanent housing.

- If the individual or family qualifies under paragraph (4) of the homeless definition in § 576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks.
- 2. Application. This document is to be completed by the case manager and signed by the program participant. The case manager must provide complete detail of how the program participant became homeless or has been put "at risk" of becoming homeless. All information provided in the application should be certified as true and correct to the best of the parties' knowledge. Any application that is not signed by both the case manager and the program participant is not a valid document. The ESG application is mandatory for all program participants.
- 3. **Income verification**. HUD defines income as "any money that goes to, or on behalf of, the head of household or spouse (even if temporarily absent) or to any other household member". Annual income includes the current gross income of all adult household members and unearned income attributable to a minor. The types of income to be counted include:
 - Earned Income
 - Self-Employment/Business Income
 - Interest & Dividend Income
 - Pension/Retirement Income
 - Unemployment & Disability Income
 - TANF/Public Assistance
 - Alimony, Child Support and Foster Care Income
 - Armed Forces Income

Annual income must be calculated using HUDs income calculation worksheet. The case manager must obtain verification of all income reported by the program participant. If the program participant has indicated previous employment but is not currently employed, the case manager must provide documentation from the previous employer or from unemployment compensation. **This documentation** is mandatory for all program participants and adult household members.

The following forms (as applicable) must be completed for income verification:

- Unemployment verification
- Self-Declaration
- Zero Income Certification (if the program participant was self-employed or without any income to report.)
- Income Calculation Worksheet
- Employment Verification
- 3. **Asset verification, if applicable**. Assets are defined as cash or material items that can be converted to cash quickly. They include real and/or personal property and investments that a household may possess, including assets that are owned by more than one person, but allow unrestricted access to the applicant. Assets include:
 - Amounts in checking and saving bank accounts.
 - Stocks, bonds, savings certificates, money market funds, and other investment accounts.
 - The cash value of trusts that may be withdrawn by the household.
 - IRA, Keogh and similar retirement savings accounts, even when early withdrawal will result in a penalty.
 - Lump sum receipts of cash received and accessible by household, such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.

Household assets generally are not counted as income, except for interest and dividend income. However, household assets should be taken into consideration when determining whether a household has other financial resources to obtain or maintain housing.

- 4. **Lease Agreement**. This document must:
 - Be typed and signed.
 - Clearly list all the parties to the lease;
 - Provide terms and conditions;

- Have a beginning and ending date; and
- Be signed by all involved parties (landlord and tenant)
- For arrearage rental assistance, the lease agreement must be signed by all involved parties (landlord and tenant) prior to the application date.

If the lease has expired, it must have a clause addressing the continuance of the agreement on a month-to-month arrangement unless State law dictates that the lease automatically continues under a month-to-month or annual arrangement until the lease is renewed or is otherwise terminated. In the event the lease is extended on a month-to-month agreement, the landlord must still provide a written statement which clearly indicates this is month-to-month. The written lease agreement is mandatory for all program participants applying for ESG assistance.

- 5. **Eviction Notice, if applicable**. This document must be typewritten and indicate the amount of rent due, the amount of time tenant has failed to pay rent and the length of time he/she must pay the delinquent rent or vacate the property within a certain number of days. The eviction notice must be signed and dated by the landlord or provided in a court order. This document is required for those "at imminent risk" of becoming homeless.
- 6. **Rental Assistance Agreement.** The rental assistance agreement must be very specific and set forth the terms under which the assistance will be provided (i.e., when the assistance begins and ends). This document is mandatory for all program participants.
- 7. **Rent Reasonableness checklist**. Rent reasonableness should be determined by considering the following:
 - 1. The reasonableness in relation to rents being charged for comparable **unassisted** units, taking into account the location, size, type, quality, amenities, management, and maintenance of each unit; and
 - The rent should not be in excess of the rent currently being charged by the same owner for properties (if comparable to the unit in which the participant will be leasing) as well as those actual rents charged.

Rent reasonableness must be determined for all units for which rental assistance, arrears and/or security deposit assistance is being provided before the assistance is provided. If the rent for the unit does not meet rent reasonableness, then ESG funds cannot be used to assist the household in that unit. Furthermore, these funds cannot be used to pay the rent up to the rent reasonableness standard, while the tenant pays the remainder. This document is mandatory for all program participants. All subrecipients must ensure their Written Standards include standards for how their agency will document rent reasonableness.

See the Record keeping section of this manual to determine how to calculate Rent Reasonableness.

- 8. **NSPIRE Housing Inspection Standards**. These standards apply when a program participant is receiving financial assistance and moving into a new (different) unit, as well as homelessness prevention. NSPIRE inspections must be conducted <u>upon initial occupancy</u>. This document is mandatory for all program participants. [Docket No. FR-6086-F-03]
- 9. **Lead-Based Paint, if applicable**. All grantees funded with ESG funds must follow minimum standards for compliance with the lead-based paint remediation and disclosure requirements identified in 24 CFR 576.403 and 578.99(f), including the Lead-Based Paint Poisoning Prevention Act, the Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M and R. All subrecipients must include in their Written Standards policies and procedures on how they will document need for and inspections for lead-based paint.

An example checklist (see Appendix) is included as a tool to guide grantees through the lead-based paint inspection process to ensure compliance. ESG staff may use this checklist to document any exemptions that may apply, whether any potential hazards have been identified, and if safe work practices and clearances are required and used. This document should be kept in each program participant's file.

10. **Affidavit of Arrears, if applicable**. This document must be signed and dated by the landlord and provide the specific amounts and the number of months that the tenant has failed to pay rent. This document is required for those "at risk" of becoming homeless.

- 11. **Rental Payment Ledger, if applicable**. This document must come from the apartment management and must be in alignment with the affidavit of arrears. If the tenant is renting from a homeowner, this information may not be available, so the affidavit of arrears will be enough. This document is required for those "at risk" of becoming homeless.
- 12. **Termination of Assistance, if applicable**. If a program participant violates program requirements, the sub-recipient may terminate the assistance in accordance with a formal process established by the subrecipient that recognizes the rights of individuals affected. The agency must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:

- Written notice to the program participant containing a clear statement of the reasons for termination;
- A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision; and
- Prompt written notice of the final decision to the program participant.
- Due processing

Subrecipients must provide in their Written Standards a description of their formal termination process.

- 13. Continued Assistance Form: All applicants that are receiving ESG RRH or HP assistance longer than one month must include a copy of the Continued Assistance Form with their RFC request. This from must be completed by the case manager and includes a summary of the clients' Housing Stability Plan.
- **14. Housing Stability Plan:** A copy of the housing stability plan worked on by client and case manager while receiving ESG services. All ESG clients must have a Housing Stability Plan that identifies

obtainable goals with an objective of housing sustainability. Housing Stability Plans must be documented in HMIS and the client's file.

- 15. Contact Logs: A copy of case notes or contact logs that demonstrate communication and engagement between the program client and the case manager. Case managers are required to make contact with ESG clients at a minimum of once a month and work with clients to obtaining housing stability. Contact logs must be documented in HMIS and the client's file.
- 16. **Check.** A copy of the check showing that the subrecipients have paid the property owner/landlord. Subrecipients must also provide bank statements with canceled checks paid to landlords and vendors on a quarterly basis.
- 17. **Confidentiality/ Privacy Statement.** This document must be uploaded in the HMIS file under the client number.

Re-Evaluation

Subrecipients are required to re-evaluate the participant's eligibility and the types and amounts of assistance needed if they are to receive ongoing assistance.

Re-evaluation of the program participant's continued eligibility must include:

- Detailed case notes showing the program case manager's assessment of eligibility (i.e. monthly rent payment).
- Case notes must be completed and uploaded to the program participant's file, prior to submitting the Request for Cash.

Income Re-evaluation timeline

Component	Funding Source	Income at Intake	Income at Re- evaluation	Frequency of Re- evaluation - not less than once
RRH	Annual ESG for all purposes	N/A	at or below 30% AMI	annually
НР	Annual ESG	At or below 30% AMI	At or below 30% AMI	every 3 months

For participants receiving rapid re-housing assistance, they must be re-evaluated not less than once **annually**, and for homelessness prevention participants, they must be re-evaluated not less than once every **three** months. At a minimum, each re-evaluation must establish that: (a) the program participant does not have an annual income that exceeds thirty percent (30%) of the median family income for the area for homeless prevention, as determined by HUD; and (b) the program participant lacks enough resources and support networks necessary to retain housing without ESG assistance.

The subrecipient may also require each program participant receiving homelessness prevention or rapid rehousing assistance to provide notification of changes in income or other circumstances (household composition) that affect the program participant's need for assistance under ESG.

HMIS

Homeless Management Information System (HMIS) Policy

Introduction

Mississippi Home Corporation (MHC), in compliance with HUD regulations (24 CFR 576 and 2 CFR 200), requires all Emergency Solutions Grants (ESG) Program subrecipients to participate in the Homeless Management Information System (HMIS). This policy outlines the expectations for data entry, privacy, security, reporting, and accountability, as guided by the 2024 HMIS Data Standards Manual.

Purpose

The goal of this policy is to ensure consistent and accurate data collection across ESG-funded programs, protect client confidentiality, support data quality, and align with HUD and MHC requirements. This policy applies to all ESG-funded activities including Rapid Rehousing, Homelessness Prevention, Emergency Shelter, and Street Outreach services.

HMIS Participation Requirements

All ESG subrecipients are required to actively use HMIS unless specifically exempted by HUD (e.g., domestic violence service providers). Subrecipients must adhere to both MHC and Continuum of Care (CoC) HMIS policies. This policy is intended to complement, not replace, the guidance and standards set by the CoC and HMIS Lead Agency.

HMIS Data Collection and Documentation

Subrecipients must enter all required Universal Data Elements (UDEs)—including client name, Social Security Number, date of birth, race/ethnicity, gender, veteran status, disabling condition, project start/exit dates, destination, prior living situation, and relationship to head of household—along with Program-Specific Data Elements (PSDEs) such as income and benefits, health insurance, physical and mental health status, domestic violence history, current living situation, and Coordinated Entry events. Housing move-in dates must be recorded for all housed clients.

In addition, ESG-funded providers must use HMIS to document:

- All client contacts with clear case notes.
- The Household's individualized Housing Stability Plan (either entered directly or uploaded as an attachment).
- Any changes to household income.

Privacy and Security

Client data must be handled in accordance with the HMIS Privacy and Security Standards. Written consent must be obtained before entering any personally identifiable information (PII). Each agency is responsible for maintaining privacy and security protocols, training staff accordingly, and assigning individual user credentials with strong password protection.

Data Quality and Timeliness

All data must be entered into HMIS within 7 days of collection. Subrecipients are responsible for correcting data errors identified through quality reviews. During monitoring, MHC will assess data accuracy, completeness, and timeliness. Subrecipients must ensure that all clients recorded in HMIS are receiving ESG-eligible services under the correct program activity.

ESG Goals and Outcome Measurements

Subrecipients are required to submit reports derived from HMIS data as part of MHC's performance tracking,

including the ESG CAPER, data quality assessments, and outcome-based reports. Key metrics include changes in income, housing stability, and recidivism into homelessness. The core goals of ESG are to:

- Shorten the time individuals and families spend homeless.
- Prevent households from becoming homeless.
- Reduce returns to homelessness.
- Improve income and stability outcomes for assisted households.

Housing Stability Plan

Each household receiving ESG assistance must have a documented Housing Stability Plan. This plan outlines specific steps and services to help the household secure and retain housing, increase income and access to benefits, and resolve barriers to long-term stability. Case managers should regularly review and update the plan to track progress and adjust services as needed.

Monitoring and Oversight

MHC will routinely monitor subrecipient compliance with HMIS requirements, including data entry, quality, reporting, and use of housing stability plans. All HMIS documentation must be retained for at least five years and made available to MHC upon request.

Coordination with CoCs and System-Wide Standards

MHC partners with the Mississippi Balance of State CoC, Open Doors Homeless Coalition, and Central Mississippi CoC to align performance standards, system protocols, and HMIS requirements. Subrecipients are expected to participate in CoC-led HMIS trainings, Coordinated Entry meetings, and data quality improvement efforts.

Violations and Corrective Action

Noncompliance with HMIS policies may result in MHC requiring technical assistance, corrective action plans, or, in cases of repeated violations, suspension or termination of ESG funding.

Policy Updates

MHC will review and update this policy as needed—at least annually—to remain aligned with HUD HMIS Data Standards and evolving ESG regulations.

HMIS Evaluation

MHC relies on program information collected in HMIS to be up-to-date and correct. HMIS helps MHC verify that services are provided in accordance to ESG regulations, MHC policies, and the State's ConPlan. ESG funded agencies required to provide the following information in HMIS:

Participant service dates

- Case management activities
- Housing Stability Plan
- Referrals from Coordinated Entry
- Returns to homelessness
- Participant income at intake
- Participant income changes
- Required program documentation
- Discharge destination
- Discharge date
- Contact logs
- Shelter resident information
- Shelter beds
- Employment status

MHC collects "active client" data from HMIS and reports for Domestic Violence agencies monthly to determine the number of participants served with program funds and to confirm that agencies are working towards the goals identified for ESG.

Agencies are required to discharge participants timely to prevent data discrepancies. MHC will provide subrecipients with a data discrepancy report as needed.

Program Participant Confidentiality and Privacy Policies

Each subrecipient must incorporate into their policies and procedures a process that will ensure the confidentiality of applicant's/program participant's identifying information; records pertaining to any individual or family provided family violence prevention; and treatment services offered under any project assisted with ESG funds. Furthermore, the address or location of any shelter for victims of domestic violence programs must be anonymous except upon written authorization from the person or persons responsible for the operation of the shelter for this information to be made public.

All staff that will have access to confidential information must complete Personal Identifying Information (PII) training, complete related PII test, and verify through a signature that the training was completed. PII training must be submitted to MHC before client services are provided.

The subrecipient must provide the program participant with a confidentiality and privacy policy form, which is signed and dated in the participant file.

Grievance and Appeals Process

Subrecipients are required to have an established process for addressing program participant's grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievances. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and documents participant/applicant acknowledgment of grievance and appeal procedure in the client's file;
- The grievance and appeal language will accompany all denial, reduction, and termination documentation.
- Informs the participant/applicant that they may contest and appeal any decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits;
- Allows any aggrieved person a minimum of thirty days within which to request an administrative review;
- Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- Informs the applicant/participant and MHC in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by sub-recipient can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person. MHC retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality and access.
- Subrecipients must make accommodations for clients who have language or disability barriers that would
 prevent them from participating in the appeals process.

Conflicts-of-Interest

HUD guidance states "no person who exercises or has exercised any functions or responsibilities with respect to activities under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have any financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure".

The state issued guidance which expanded the definition of relative to include a "spouse, child, parent or any person related by blood or marriage within the third degree". This definition is based on the Ethics in Government Act and the state nepotism statute. It is the responsibility of the Grant Administrator to properly disclose the conflict-of-interest provision to interested participants. If it is found that a conflict-of-interest has occurred, the grant recipient may be required to repay program funds, using non-federal funds. Failure to repay the funds may result in termination of participation in any future HUD funded programs. There will be no exceptions to this guidance granted by MHC.

Written Standards

Subrecipients are required to develop their own written standards for ESG as described in <u>24 CFR 56.400(e)</u> of the ESG Interim Rule and adapt them for ESG. These written policies and procedures will vary among subrecipients; however, they must all be written in accordance with federal regulations as well as MHC requirements.

- All policies must include the VAWA requirements.
- All policies are required 30 days after receipt of a signed contract.

PROGRAM IMPLEMENTATION

Implementation Process

Subrecipients should view the implementation of a project as a continuous learning process. All staff of subrecipients should be knowledgeable of program requirements. Communication with MHC Staff, review of policy statements and instructions, attending workshop events conducted by MHC and a thorough review of this manual should assist in developing a strong knowledge base of the program.

The following summarizes the implementation process:

- MHC provides contracts/agreements to subrecipients and conducts the implementation workshop to provide guidance and materials necessary to implement a project.
- Subrecipients should begin the environmental review process immediately to meet the necessary federal requirements and timelines. If the activity is exempt from Environmental Review due to ESG eligible program exemptions, subrecipients must complete an Environmental Review exempt form.
- Subrecipients should begin the procurement process for all services required for the project.
 Instructions for this process are outlined in the <u>procurement</u> section of this manual.
- Subrecipients must submit to MHC the documentation necessary to allow Contract Special Conditions clearance.
- Subrecipients must submit to MHC a Signatory Authority Letter for future Requests for Cash and program reporting. There should be no more than two (2) authorized signatories.
- Subrecipients must establish a financial management system that identifies the activity and line item budgets contained in the contract. The amount of funds approved in the contract budget will be closely monitored to avoid exceeding the allocated limits.

• Subrecipients must establish a recordkeeping system for the project.

Implementation Workshop

MHC will host a mandatory implementation workshop following an award of funds. Subrecipients will be notified in writing of the date, time and location of the workshop.

Grant Agreement

Upon being awarded funds, a grant agreement is executed between Mississippi Home Corporation and the subrecipient for the award amount and selected activity. The agreement is a very important document throughout the life of the project. It identifies the description of the activities funded, budgeted costs, general terms and conditions, and any special conditions which must be met before the MHC will release funds.

The agreement contains the following:

Signature Sheet	The Signature Sheet identifies the sub-recipient, effective dates of the contract, grant number, amount of funds awarded, and the attachments detailed below. This sheet is signed by senior management of Mississippi Home Corporation and requires the signature of the chief executive officer of the sub-recipient.
Special Conditions	The environmental regulation is the only special condition that requires written clearance.
General Terms and Conditions	The terms and conditions cite program authority, rules, and regulations pertinent to all ESG Grants.
Assurances	Compliance with the assurances is committed to by the signature of the chief executive officer of the subrecipient in the original project application. The sub-recipient contract signatory should carefully review all assurances prior to signing the contract, as that

office is ensuring compliance with all applicable laws, regulations and other requirements of the ESG program.

Budget

This section of the contract reflects the funds allocated to each project activity area. Subrecipients not sure of an eligible expense should contact MHC Staff for clarification prior to making a commitment of funds. Although not intended to be exhaustive, the following list of allowable program activities is included in the contract: RRH, HP, Shelter, HMIS, and Street Outreach.

The term of the agreement will be outlined under "Project Period Beginning and Ending Dates". Extensions and budget modifications may be considered by MHC on a case by case basis. Subrecipients must submit to MHC a written request for program extension and/or budget modifications with an explanation of why an extension is needed. If a requested change is found to be advantageous to the project, MHC will prepare the necessary final documents for review. Once all parties have received copies of the executed revised agreement, the requested action may proceed. MHC must approve all changes prior to local action. Noncompliance may result in ineligible costs and may result in the repayment of grant funds.

Effective Date of Award

All Grant Agreements will require signature by MHC and the Executive Director of the subrecipient to become fully executed. When fully executed, the sub-grant awards are effective as of the date indicated with MHC's signature unless HUD waivers apply.

Funds are available for use after:

- A budget has been approved by MHC;
- The contract/agreement has been fully executed;
- The start of the performance period; and
- The Environmental Review has been completed.

Expenses incurred prior to the completion of any of the above four milestones will not be reimbursed and may result in cancellation of the sub-grant, unless approved in writing by MHC.

Performance Period

Annual ESG

The performance period for each annual ESG sub-grant is twelve (12) months. Subrecipients must provide services to homeless individuals/families for at least the period during which ESG funds are provided.

FINANCIAL MANAGEMENT

Budget

ESG subrecipients must propose a budget based on the actual amount awarded. The budget must be approved by MHC prior to any reimbursable expenditure. Reimbursement will not be made for activities that are not specified in an approved budget even though such activities may be classified as an eligible activity. All funds spent and reimbursed through ESG must be directly linked to an eligible ESG activity. Activities funded by ESG Rapid Re-Housing (RRH), Homeless Prevention (HP), Street Outreach, and Emergency Shelter must correspond to an eligible client or a shelter bed that can be reported in HMIS or VELA. Agencies that utilize grant funds are required to submit monthly and annual reports detailing expenditures and client services.

MHC requires subrecipients to receive MHC's written approval prior to making contract amendments, modifications, or extensions. For MHC to consider a contract change, the subrecipient must submit an explanation of the need for the change with the executive director's signature. Some changes to original contracts may require the re-evaluation of an applicant's eligibility and could result in funding being withdrawn. The sub-recipient will be notified in writing when the State cannot approve a requested revision.

A request for budget modification must include the executive director's signature and a detailed allocation of funds. If approved, a modification of the contract budget will be prepared by MHC and submitted to the subrecipient for signature. Budget modifications may include the creation of budgets for new activities/line items and/or the transfer of funds among existing budgeted activities/line items. All budget modifications require written MHC approval.

Administrative Costs

Administrative costs will be used for costs related to the planning and execution of the ESG activities by MHC. The total amount for administration will be up to 7.5 percent of the total allocation of ESG funding grant. Administrative dollars will be retained by the MHC, and match support for this activity will be provided by awarded agencies in conjunction with other homeless activities.

Staff Cost

Staff cost (including fringe benefits such as holiday, vacation, sick leave) and other overhead costs directly related to carrying out activities eligible under an ESG component are eligible costs under that component (see 24 CFR § 576.100(d)). The maximum allowable case management/staff cost will be reimbursed up to fifty percent (50%) of the total amount of the ESG grant award.

Staff time charged to the ESG grant must be charged to the appropriate funded ESG component and reflected in the subrecipient's approved budget. To determining how staff costs should be allocated will depend on the type of assistance being provided to the program participant.

- > To allocate staff costs, first determine the program component under which these costs fall; then allocate the costs to an activity within the component.
 - o For example, staff time expended on processing checks for utility payments for program participants could be eligible under the rapid re-housing component or the homelessness prevention component; the activity would be housing relocation and stabilization services.

- For the salaries and related staff cost that are not fully dedicated to a particular component, costs should be reimbursed in proportion to the actual hours worked on each ESG component. A staff position that is not fully dedicated to ESG cannot be paid solely through ESG funds.
 - o For example, if an accountant spends 100 percent of his/her time tracking rental assistance or security deposits for homelessness prevention activities, then paying for this time is allowable under the homelessness prevention component because the accountant's time is only spent working on a single component. Alternatively, the cost for an accountant to process checks for both the homelessness prevention and rapid re-housing components must be pro-rated by each component.
 - Another example, if a case manager provides housing stability services to both ESG RRH and CoC RRH applicants, his/her time to conduct case management activities must be charged to the CoC RRH grant and ESG RRH component according to the time spent on each grant.
- Other overhead costs, such as rent for office space, photocopier costs, and lighting and utilities for an office, could be eligible either as a direct cost charged to one or more components, depending on the activities delivered by that office, or could be charged as an indirect cost if part of an indirect cost allocation plan.
- Staff time can be tracked directly to the program component or by other reasonable methodologies that can realistically estimate the actual time spent across ESG components, or across other grants. For example, a percentage. If a percentage is used, the percentage of time charged to the ESG program or and ESG component must be reflective of the time worked and documented on the staff activity worksheet/contact logs and timesheet.
- All staff receiving reimbursement must submit appropriate timesheets (signed and approved), activity worksheets/contact logs, and pay stubs.

Matching Requirements

MHC ensures that 100 percent of the Emergency Solutions Grant received is matched with equal resources. Subrecipients must submit match documentation to MHC quarterly and provide a description of the nature of the reported matching expenses and a certification that the match funds were used for ESG-eligible expenses. In addition, at the annual monitoring, MHC will pull samples of match documentation for verification purposes. The match may be cash or an in-kind amount but cannot be counted as satisfying the matching requirement of another federal grant.

Types of match that may be accepted include:

- Cash contributions expended for allowable costs, including staff salaries and fringe benefits
- Non-cash contributions
- Services provided by volunteers are matched at the current minimum wage salary unless the recipient can verify a higher rate of pay for current employees performing similar work
- Real property, equipment, goods or services that if the recipient had to pay for them with grant funds, the payments would have been indirect costs
- The value of donated goods and services such as clothing, food, diapers, haircuts, etc. The value placed should be consistent with 2 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, Final Guidance.
- Costs paid by program income provided the costs are eligible ESG costs that supplement the recipient's ESG program. All sources listed as match must meet these criteria:
- The matching contribution must be made after the date that HUD signed the ESG Grant Agreement;
- Cash contributions must be expended within the expenditure deadline in 576.203;
- Non-cash contributions must be made within the expenditure deadline in 576.203.
- Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant;
- Contributions that have been or will be counted as satisfying a match requirement of other federal funds may not be used as match for ESG funding;
- The matching funds must be used for ESG eligible clients and activities; and

If ESG funds are used to satisfy matching requirements of another federal program, funding from that program cannot be used to satisfy the matching requirements of ESG.

ESG Match Exceptions

Applications will be accepted from new subrecipients who have the capacity to provide ESG services in their community but are unable to meet the match requirements. Up to \$100,000 of a State's fiscal year grant is not

required to be matched; therefore, MHC is passing this benefit to subrecipients that are least capable of providing the match contributions and to encourage new applications.

Requirements for match exceptions:

- Must be a new ESG applicant or an agency who has not received ESG funding in two or more years.
- The subrecipient does not have the required contributions to meet ESG Match Requirements listed above.
- The subrecipient can request 100% of its grant for consideration under this Match Exception. Grant requests will be capped as funds allowed/at \$33,000.

Indirect Cost Billing

Indirect cost for administering the Emergency Solutions Grant (ESG) is an allowable ESG expense. In 2014, the United States Office of Management and Budget (OMB) released final regulations on indirect costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) also referred to as the Uniform Administrative Guidance.

Subrecipients are not required to seek recovery and reimbursement for their indirect cost related to federal awards; however, Mississippi Home Corporation (MHC) is required to allow subrecipients to be reimburse for indirect cost, if they so desire.

If a subrecipient decide to seek reimbursement for indirect cost related to the ESG program, the indirect cost rate must reflect the Federal Negotiated Rate or the 15% de minimis rate. Grantees must inform MHC if they decide to use indirect cost billing and provide MHC their approved indirect rate with their contract at the beginning of the grant year.

It is recommended to bill the indirect costs under each approved activity type (e.g., Emergency Shelter Essential Services, Rapid Re-Housing (RRH) Housing Relocation and Stabilization Services, etc.). Indirect costs should be included **each time** the subrecipient bills for direct costs. Please see the <u>CoC and ESG Indirect Cost Toolkit</u> for more information.

Subrecipient Financial Management Requirements

• Signatory Authorization Letter that identifies authorized parties responsible to sign Request for Cash and reporting documents;

- The subrecipient must submit the CoCs Financial Management policy to MHC;
- The subrecipient shall submit the internal control policy for the request for cash as a section of the Financial Management policy;
- The procedures submitted must correspond with the submission of each Request for Cash.

Requests for Cash

Funds are requested by using the Request for Cash form and the Consolidated Support Sheet which can be viewed on MHC's website at www.mshomecorp.com. These forms must be accurately completed, or the request will be returned to the sub-recipient. All forms that require a signature must be signed for the Request for Cash to be reviewed and processed.

Prior to drawing down funds, the sub-recipient must have completed the following:

- Grant Agreement executed and returned to MHC;
- Environmental Review Record Clearance;
- Clearance of all contract special conditions;
- W9 Form submitted to MHC;
- Approved signatory form

Submission Requirements

For annual ESG, requests for cash (RFC)must be submitted by the 15th of every month for the previous month's activities. The RFC's "service rendered" period must not be longer than 30 days and must be in chronological order. IF YOU CHOOSE TO SUBMIT MORE THAN ONE ESG REQUEST A MONTH, ON REQUEST MUST BE SUBMITTED ON THE 15th AND THE SECOND ON THE 30th OF THE MONTH.

Requests for reimbursements must be submitted within sixty (60) days of services provided. *Example: If* you are submitting an RFC for 08/01/2023-08/31/2023, your request for reimbursement documentation must be dated between August 1, 2023 - August 31,2023.

- Request for reimbursement over 60 days will not be accepted.
- Expenses incurred after June 30th must be on a separate RFC.
- RFCs must be emailed to <u>esg.rfc@mshc.com</u>. RFCs will <u>not be accepted</u> if they are sent to any other email address.
- RFCs must be submitted in chronological date order.
- MHC is required to make timely payments to each of its subrecipients within 30 days after the date of
 receiving the subrecipient's complete and approved payment request. If the sub-recipient submits an
 incomplete or incorrect request for payment, staff will make notification via email and return the request
 as necessary.
- Reimbursement Requirements/Policy must be followed in its entirety for reimbursement to be approved.
- Once the submitted RFC is approved, payment to a recipient will be made through an automatic deposit to the account identified by the agency.
- Agencies are recommended to have a separate bank account for the ESG program for reporting and compliance purposes.

Request for Cash Form Instructions

The Request for Cash (RFC) form is used by subrecipients on a cost reimbursement basis to requisition funds. All applicable sections of the form must be complete.

Request for Cash Submission Process

- 1) Agencies are required to submit an RFC for the awarded grant at a minimum of one a month.
- 2) Agencies must submit all RFC by 15th of each month. If the 15th falls on a weekend, the RFC must be submitted the following business day.
- 3) Agencies are required to submit verification of payment to vendors identified on the RFC.
 - a. For example, cancel checks (front & back) or bank statements.
- 4) Cost incurred on the RFC must be during the agency's contract period.

Section A: General Information

Recipient

Name of Sub-recipient (selected from the drop-down menu)

Mailing Address

Sub-recipient's mailing address is automatically populated based on the sub-recipient.

Street Address

Sub-recipient's street address is automatically populated based on the sub-recipient.

City, State Zip

Sub-recipient's City, State Zip is automatically populated based on the sub-recipient.

Section B: Project Information

Grant No.

Provided by MHC based on the Program Year

Contract No.

Provided by MHC based on the Program Year, Program and Sub-recipient.

Project No.

N/A

Services Rendered

This period must fall within the contract period and the timeframe in which costs occurred. The dates provided in this field are the dates that purchases were made or the dates that an action became known to the subrecipient (i.e., mail date, invoice date). The Services Rendered period cannot overlap state or subrecipient fiscal years.

Request No.

The draw number for the contract

MHC Staff Initials

To be completed by MHC staff.

Section C: Request per Activity

Activity Description

ESG Activity Components are Shelter, Street Outreach, Rapid Rehousing, Homeless Prevention and HMIS.

Budget Amount

The budget amount for each activity will be based on the amounts approved in the Grant Agreement.

Total Prior Request to Date

Total amount of funds previously disbursed for each activity.

This Request

Total amount of funds being requested for each activity.

Remaining Balance

Total amount of funds remaining for each activity after the current request.

Unit of Service

The total number of clients receiving services for "This Request".

If the request is admin and staff only, no units of services should be provided.

Activity Numbers

Number assigned in IDIS for each activity.

Required Accomplishment Narrative:

Total number of persons served during the service period.

Signatory Section

Is this your final request for cash on this contract?

Must check "Yes" if there will be no future requests on this contract.

Signature of Authorized Official

The authorized official who must sign the Request for Cash (RFC) must be the same official who signed the contract or the approved authorized signatory official.

In case of signatory designation, an authorization letter will be required to be on file with Mississippi Home Corporation. The authorized official responsible for signing the RFC should not be the same as the preparer of the document. There should be a clear separation of duties.

Typed Name and Title of Authorized Official:

Name and Title of authorized signer must be typed on form.

Date Signed

Date Request of Cash form signed by authorized officials.

Prepared by

Name of person preparing the Request for Cash form. This should be the person most familiar with the data reported, in case of questions. The Preparer of the RFC should not be the same as the authorized official responsible for signing the RFC. There should be a clear separation of duties. This signature can be typed in.

Preparer's Telephone No.:

Telephone number of the person preparing the RFC form.

Date Prepared

Date Request of Cash form prepared by the Preparer.

Consolidated Support Sheet Form Instructions

The Consolidated Support Sheet is provided to the subrecipient for use in documenting the cost proposed for reimbursement in the Request for Cash. It allows the subrecipient to report individual cost incurred per each activity area and to tie that cost by invoice numbers to support documentation. This support sheet allows a subrecipient to maintain budget balances of activity area costs, federal expenditures, matching contributions, and total expenditures. Completed Consolidated Support Sheets are to be submitted each time a Request for Cash is submitted to MHC. Cost reported must equal the amount requested and disbursed. **No Request for Cash will be processed if the Consolidated Support Sheet and the Cumulative Support Sheet is not attached, signed and completed correctly.** The Request for Cash will be returned to the sub-recipient and must be re-submitted when completed or corrected. A duplicate copy of each Request for Cash must be retained in the subrecipient's file.

General instructions are as follows:

Program

Name of Program funds are being requested

Recipient

Name of Sub-recipient

Request for Cash Number

Draw request number for this contract

Contract Number

Provided by MHC based on the Program Year, Program and Sub-recipient.

Total Amount Requested

Automatically calculated field based on data entered for each line item.

Date

Date of activity.

Line Item

Description of the eligible cost for the activity.

IDIS # & HMIS

The activity number assigned based on the Request for Cash form.

For participants receiving assistance, please submit only the HMIS ID number associated with the participant not the name.

Vendor Name / Invoice Number

Enter the individual vendor name, month of payment and corresponding vendor invoice numbers, ID numbers or names of program participants to reference attached cost documentation.

CAPER Category

The sub-category for an activity.

Date Expense Started, and Date Expense Ended

This is the date service range.

Total Invoice

Total amount of the invoice.

Amount of This Request

Amount of funds being requested for reimbursement for each line item.

Appendix: must be labeled A-Z, AA-AZ..

- Supporting documentation for all requests must be provided.
- Each requested line must include appropriate appendix and supporting documents.
- If you are using multiple grants and your requested amount is different than the invoice amount, a typed explanation and breakdown must be included in the appendix.
 - Handwritten breakdown and explanations on the invoice will not be accepted.

Match Amount

Enter the amount of match funds to be used towards the activity area based on the available documentation. Enter a line item which describes the type of match (cash donation, value of donated materials, lease value, rent value, staff salary, or volunteer time value), vendor name, and invoice number for each match amount. Federal share and match share must maintain a 1 to 1 ratio as the project progresses and must be at least 1 to 1 at project completion. Match funds are not included in the last three columns of the Consolidated Support Sheet. Match funds and match documentation are required for each RFC equaling the amount of the request.

Amount Budgeted

Total amount budgeted for each activity based on the contract.

Amount Requested to Date

This column contains previously approved and presently requested federal cost. This amount must match the amount showing in IDIS for this activity. If the prior amount requested is incorrect. The RFC will be returned to the subrecipient for correction. The changes must be initiated by the signer also. An entry is made of the

previously approved federal reimbursement activity total on the same row as "Amount Budgeted" for requests other than the initial. Entries are made for each federal cost item in the same amount as was shown for that item under "Amount of This Request". These cost entries will automatically inhabit the Balance column and be deducted from the activity area balance.

Balance

Automatically calculated field based on the "Amount of This Request" column.

Grand Total

Activity Area Totals will automatically inhabit the "Total" row for respective activity areas. From these activity totals a grand total will automatically inhabit the "Grand Total" row for each column.

Service Rendered (Beginning and Thru)

Automatically populated from the Request for Cash form.

Cumulative: Program Expenditures

(Federal Share) The total amount of federal funds requested to date for all activities. This should equal the grand total for "Amount Requested to Date".

Cumulative: Matching Expenditures

(Match Share) The total amount of matching funds reported to date for all activities. This should equal the grand total for the match column.

Total Expenditures

Enter the sum of the cumulative program expenditures and the cumulative matching expenditures reported to date.

Typed Name and Title of Authorized Official

Enter the name of the authorized official who must sign the Request for Cash. This is the same official who signed the contract or an approved authorized signatory official. In case of signatory designation, an authorization letter will be required to be on file with Mississippi Home Corporation.

** See the Request for Cash Program Bulletin in this manual.

Mississippi Home Corporation Reimbursement Responsibilities

1. The program staff shall process Requests for Cash/Consolidated Support Sheets and forward the documents to the MHC Finance Department. The total process time for each RFC is within 30 days of a **correctly submitted** Request for Cash.

In the event of questions, errors, or discrepancies regarding submitted document(s), the MHC staff shall contact the designated subrecipient financial officer to discuss the issue. The staff will not make any corrections or other changes to the Request for Cash and/or Consolidated Support Sheets. It is the subrecipient's responsibility to submit a true and correct documentation.

2. All Requests for Cash/Consolidated Support Sheets submitted by the subrecipient shall be maintained by both the ESG staff and the Finance Department of the MHC.

Subrecipients' Responsibilities

- 1. The Request for Cash shall always be accompanied by the Consolidated Support Sheet and invoices to support all costs.
- 2. At least one Request for Cash (RFC) must be submitted monthly. You may submit more than one RFC each month after approval.

- 3. A Request for Cash must not include cost incurred during two of the subrecipient State's fiscal years. An individual cost falls into the fiscal year in which it is incurred based on the invoice date.
- 4. Costs eligible for reimbursement must be incurred during the contract period.
- Requests for Cash MUST include documentation to support matching expenditures. When additional
 documentation or clarification is requested from the subrecipient, it must be submitted before the next
 request for cash will be processed. NO Additional Request for Cash Reimbursement will be processed, until
 outstanding items are resolved.

Request for Cash proper documentation must include

- Receipts for all purchases for which reimbursement is requested.
- Proof of payment for all items for which reimbursement is being requested (i.e. payment check copies, credit card statement showing purchases, zero balance receipt showing the payment type.)
- 6. The subrecipient is responsible for providing a CAPER Summary Report monthly. This shall include beneficiary and financial reporting. Failure to submit these documents monthly will result in a delay of processing the Request for Cash.
- 7. Subrecipients must comply with policies and procedures for submitting the annual CAPER (HMIS/Comparable Database). All ESG subrecipients must submit the report to MHC by July 15th of each reporting year. Reporting periods run from July 1 through June 30th of the subsequent year.
- 8. Subrecipients must comply with policies and procedures for HUD's <u>Section 3 Form #60002</u> for each open grant. All ESG subrecipients must submit the form to MHC by July 15th of each reporting year. Reporting periods run from July 1 through June 30th of the subsequent year.

Internal Reviews for Requests for Cash

Purpose

The purpose of internal reviews is to examine request for cash requests received from subrecipients and to provide objective and independent assurance of the existence, accuracy, completeness, and eligibility of the items requested for reimbursement in all material respects.

RFC Review

Reviews will be conducted on each RFC submitted for reimbursement. Additionally, during the Risk Assessment, a sample of RFCs will be reviewed to determine the agency's level of risk.

Scope

Review procedures should be sufficient to establish the following in all material respects.

- 1) No duplicates in reimbursements based on the beneficiary or the subrecipient
- 2) Existence of the beneficiary and existence of the expenditure
- 3) Accuracy of the expenditure
- 4) Completeness of the supporting documents
- 5) Eligibility of the person and of the expenditure

Independence and Objectivity

The review will be conducted independently and objectively without regard to the subrecipient.

Method

1) Payment will be made based on Request for Cash (RFC) requests submitted by the subrecipients for reimbursement of eligible expenses.

Sample Selection

1) The sample will be selected from the Consolidated Support Sheets submitted as support for the Request for Cash.

RFC Review

- 1) All items are tested against required documentation and support sufficient to cover the scope described above
- 2) After the completion of the RFC review, all discrepancies will be provided to the subrecipient's point of contact for review. The subrecipient will then have **5 working days** to provide a written response to identified issues on the RFC.
- 3) RFC will not be processed until on issues are resolved.
- 4) If the identified issues are with RFCs that have already been reimbursed, the cost must be adjusted on the next RFC or by the final RFC.
- 5) Any recapture of funds will be deducted from the subrecipient's next RFC.

Common Errors on Request for Cash Submissions

It is the responsibility of the State to ensure the activities of the ESG projects are administered in accordance with the HEARTH Act. The sub-recipient must ensure that project activities are carried out to avoid problems which violate the intent of the Act. Although the duties may be delegated, the ultimate responsibility for compliance rests with the non-profit's executive officers, as a State sub-recipient of ESG funding.

Listed below are some common problems that subrecipients of ESG projects should be aware of and try to avoid:

Environmental

- Contracts were executed prior to MHC environmental clearance apart from contracts for administrative services.
- Failure to provide MHC with necessary documentation.

Financial Management

- Eligible Matching funds were not expended at a proportionate ratio with ESG funds. In-kind services were not properly documented.
- Eligible Match funds not provided to match the RFC submitted.

- Representatives of the sub-recipient agency were not adequately bonded; if applicable.
- Financial records were not maintained on a current basis or not kept in accordance with standards contained in the State or federal regulations.
- All receipts are not recorded in Cash Receipts Ledger.
- Bank reconciliation and subsidiary ledgers are not maintained, such as payments and balances.
- Unsupported or insufficient support for payments.
 - Missing copies of checks/credit card statement showing payment of purchases requested for reimbursement.
 - New rental agreements uploaded in HMIS
 - Missing Activity sheets for staff costs.
- Expenditures made prior to the date of the contract or special conditions clearance.
- Inadequate procedures for verification of allowable costs.
- Program modifications were implemented without prior MHC approval. Any new activity not
 described in subrecipients original budget or grant will require a modification.
- Inadequate separation of duties (i.e. person approving expenditures is also disbursing and recording; executive directors paid as case managers).

Administration

Currently, Administration fees are not eligible expenses under ESG. Therefore, attending conferences, conventions, membership fees are not allowed.

- Appropriate timesheets, contact logs, and pay stubs not provided.
- Cost shared not appropriately divided across multiple grants.

<u>Procurement</u>

Solicitations for MBE/WBE participation were not obtained.

 The subrecipient fails to have written Procurement Procedures or fails to follow the procurement process.

Homeless Management Information System (HMIS)

A Homeless Management Information System (HMIS) is a client-level data collection and management system that allows for better coordination among agencies providing services to clients. It is not a national reporting system, and it is not designed to be a financial reporting/accounting system. Agencies providing ESG assistance MUST enter client-level data into HMIS so the subrecipient can provide aggregate data to MHC. All funds spent and reimbursed through ESG must be directly linked to an eligible ESG activity. Activities funded by ESG Rapid Re-Housing (RRH), Homeless Prevention (HP), Street Outreach, and Emergency Shelter must correspond to an eligible client or a shelter bed that can be reported in HMIS or VELA. Agencies that utilize grant funds are required to submit monthly and annual reports detailing expenditures and client services.

Subrecipients must enter data on all persons served and all activities assisted under ESG into HMIS or, in the case of victim service providers, a comparable database in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Comparable systems must be able to export data suitable for Consolidated Annual Performance and Evaluation Report (CAPER) submission through the ESG-CAPER Annual Reporting Tool (eCart).

Integrated Disbursement and Information System (IDIS)

IDIS is HUD's financial management system through which funds are drawn down and reports on performance data for HUD's Consolidated Annual Performance and Evaluation Report (CAPER).

Reporting

Annual CAPERs

The purpose of CAPER is to generate the Emergency Solutions Grant Consolidated Annual Performance and Evaluation Report. The CAPER is required to be <u>COMPLETED ANNUALLY BY SUBRECIPIENTS</u> of projects receiving

Emergency Solution Grant (ESG) funding and is designed to provide an unduplicated count of persons served in ESG projects, as well as demographic breakdowns of those clients.

The CAPER reporting period is July 1st to June 30th; therefore, when completing the CAPER and collecting documentation, subrecipients will be reporting from two grant years. Subrecipient are required to submit all CAPER documentation to MHC by July 31st. This will allow MHC time to compile and validate ESG reporting data before submitting the final CAPER to HUD.

The ESG CAPER consist of two parts.

- 1) The financial cumulative CAPER- A report on all expenses reimbursed, per the subrecipient's RFC, during the reporting period of July 1st to June 30th.
- 2) The ESG applicant cumulative report from HMIS or VELA- A report of all the clients served during the subrecipient's reporting period.

The data pulled from the two reports submitted for the CAPER are used to determined how resources were spent to reach identified goals.

Subrecipients must submit complete ESG data by the assigned deadline. Future awards and reimbursement may be impacted if the required reports are not submitted.

Monthly and Quarterly Reporting

The subrecipient is required to submit a Monthly Report that includes details on beneficiaries served during that month. If the beneficiary report is not submitted on time, it will delay the processing of the Request for Cash.

The Mississippi Home Corporation (MHC) will review the subrecipient's outcomes and expenditures on a quarterly basis to assess whether they are meeting the expectations outlined in their contract and program goals. If MHC determines that the subrecipient is not on track to achieve their targeted outcomes, including clients served and expenditures, they will collaborate with the subrecipient to renegotiate the budget and/or contract.

MONITORING AND CLOSEOUT PROCEDURES

Compliance with regulatory and programmatic requirements of the ESG subgrant is generally determined through on-site monitoring and desktop monitoring by MHC. Monitoring concentration will include, but is not limited to, financial management, administrating and carrying out ESG activities, eligible beneficiaries and Homeless

Management Information Systems (HMIS)/Comparable Database. Monitoring will generally be conducted after advance notice and at a date and time convenient to both MHC and sub-grant recipients but may be conducted without notice and at any normal hour of business operation at the discretion of MHC. Pop-up monitoring may be conducted if the agency is determined at High-Risk and in noncompliance with regulations.

When preparing for a monitoring visit, ensure that agencies policies, ESG funded activity's, and files are in line with <u>CPD ESG monitoring</u> guide Chapter 28 and this manual. MHC ESG monitoring checklist for client files is available at https://www.mshomecorp.com/federal-programs/forms/.

ESG MONITORING SYSTEM

Program Administration and Monitoring

Mississippi Home Corporation (MHC) is responsible for ensuring that grants are administered in accordance with the requirements of applicable laws. MHC is further responsible for ensuring that their respective project sponsors carry out activities in compliance with all applicable requirements at 24 CFR, Part 576 and 2 CFR 200.

MHC monitors the subrecipients' participation in the program to ensure compliance with program regulations promulgated by HUD at 24 CFR, Part 576 for ESG programs designed to benefit persons experiencing homelessness. Effective oversight and monitoring recipients are important functions of MHC.

MHC staff reserves the right to conduct virtual monitoring or monitoring visits with project sponsors. Visits may be scheduled as a matter of routine or based on project sponsor performance, fiscal reporting, program reporting or other areas of concern. Subrecipients receiving ESG funding will receive an on-site monitoring or desk/virtual monitoring visit based on the Risk Analysis or as courtesy during the project grant year(s). After each monitoring is complete, MHC will send correspondence documenting findings and/or concerns, project accomplishments, areas of deficiencies and technical assistance needs. These areas will be highlighted in the report and serve to confirm issues discussed during the monitoring review process and to give project sponsors notice of deficient areas requiring attention.

MHC relies upon application review and reimbursement of funds expended in lieu of advancing funds. Desk audits are often performed at MHC to test financial compliance. Monitoring, therefore, is limited in scope concentrating on eligibility of beneficiaries and a comparison of program records with the programmatic claims of the applicant, and review of financial records and documentation.

Introduction

ESG's monitoring process is a procedure for ensuring that the subrecipients are adhering to the federal and state regulations. The objectives of the monitoring processing are:

- to assist the subrecipient in carrying out its project in a timely method;
- to identify probable problem areas and to assist the subrecipient in complying with applicable laws and regulations;
- to assist subrecipient in resolving compliance problems through discussion, negotiation, or provision of technical assistance;
- to determine if each subrecipient complies with activity costs which are eligible under appropriate laws and regulations;
- > to ensure the subrecipient is carrying out activities as described in the application submitted for funding, and to help subrecipient make appropriate changes to their project goals/objectives if needed;
- > to offer adequate follow-up measures to ensure that performance and compliance deficiencies or problems are corrected by the subrecipient
- > to determine if the subrecipient is leading the project with adequate control over program and financial performance, and in a way, which minimizes the chance for mismanagement.

Selection/Risk Assessment

A "risk assessment" shall be conducted annual or more frequent on each ESG subrecipient. This technique is done pre monitoring and will establish the priorities for monitoring and to determine where resources can be best applied. The risk assessment can determine which subrecipient should be monitored, the program areas to be covered. The selection process would ensure that the ESG subrecipient are conducting the project with adequate control over the program and financial performance which eliminates the chance for mismanagement, fraud or waste. Project sponsors should be selected for monitoring within each program and technical area using general risk factors of *program complexity*, *project sponsor capacity*, *recent problems*, *and past performance*.

A. Award Profile

- Projects undertaken by subrecipient
- Funding levels

B. Entity Capacity to Manage Grant Funds

- Inexperienced staff
- No progress, Low productivity
- > RFC accuracy with appropriate documentation
- Difficulty in carrying out the program
- Audit finding
- High vacancy (shelter projects)

C. Regulatory Policy Compliance

> Federal and state required policies

D. Experience and Performance

- HIMS data quality and Coordinated Entry
- Awarded before
- Reporting delays and concerns
- ➤ Ability to reach program goals

E. Recent Problems

- Incorrect or incomplete performance reports
- Audit findings or no audit at all
- Program participants complaints
- Issues remaining from previous grant cycle year
- Frequent audit findings or RFC concerns.

Risk Levels: Low, Moderate, High

Monitoring Steps

The subrecipient will be notified, in writing prior to the monitoring visit. The notification includes the following:

- > the date and time of the on-site review
- name(s) and number(s) of the person(s) conducting the review
- purpose of the review
- > a list of documents to be reviewed (these documents should be readily available)
- ➤ a request that the project sponsor's representatives and other appropriate staff be available during the review (i.e., financial staff, etc.)

I. Unscheduled/Pop-up Monitoring

MHC's ESG representative may conduct unscheduled monitoring visit based on risk analysis.

II. On-Site/Desk Monitoring

The MHC's Compliance Office/ESG representative will monitor the terms and conditions of its contract with the project sponsor. This includes: rate of expenditures, eligibility of expenses, and implementation of eligible activities under the ESG Program.

A. Monitoring Preparation

The monitoring review involves the completion of a standardized monitoring desk review form, which requires the following:

- A review of the program files
- > A review of the program policies and procedures
- A spot review of the requests for cash

B. Monitoring Review

On- site Visit

- An initial and exit interview will be held with the Project Sponsor Representatives. A series
 of questions will be asked relating to the capacity of the organization, program
 effectiveness, contractual compliance and any recent changes that the organization has
 endured.
- MHC representative will review a sample of client files thoroughly to ensure eligibility compliance with all federal regulations. Incomplete files will be notated.
- Documents will be reviewed to verify that the organization is keeping appropriate and sufficient records. MHC reserves the right to have access to any financial back-up documentation to determine whether unnecessary or unreasonable expenditures occurred.
- MHC representative will review proper documentation on client's eligibility, rent restrictions, staff cost, and disbursements.
- MHC representative will review the environmental clearance will be verified to certify that
 the project sponsor is following federal and state regulations relative to environmental
 activities in federally assisted grants.
- As relevant, the procurement process will be reviewed to check for compliance with federal
 and state guidelines relative to the procurement of supplies, equipment, construction, and
 services for federally assisted grants.
- On-site visits of a large project may continue to a desk monitoring.

Desk Monitoring

MHC may conduct desk monitoring in lieu of or as a continuance of an on-site monitoring visit. During a desk monitoring:

- MHC representative will review a sample of client files thoroughly to ensure eligibility compliance with all federal regulations. Incomplete files will be notated.
- Documents will be reviewed to verify that the organization is keeping appropriate and sufficient records. MHC reserves the right to have access to any financial back-up documentation to determine whether unnecessary or unreasonable expenditures occurred.
- MHC representative will review proper documentation on client's eligibility, rent restrictions, and disbursements.
- MHC representative will review the environmental clearance will be verified to certify that
 the project sponsor is following federal and state regulations relative to environmental
 activities in federally assisted grants.

As relevant, the procurement process will be reviewed to check for compliance with federal
and state guidelines relative to the procurement of supplies, equipment, construction, and
services for federally assisted grants.

C. Monitoring Review Concerns

 If during a review, MHC representative feels it necessary, MHC Internal Audit team may be engaged to monitor the subrecipient reimbursements and documentation. A concern that may elevated to MHC Internal Audit includes but is not limited to documentation concerns.

D. Monitoring Report

- MHC will email or mail a Monitoring Review Results letter to the subrecipient after
 monitoring. The letter will include the strengths and weaknesses of the organization. Also,
 if there are any deficiencies that needs corrective action, it will be included in the letter. A
 deadline will be given to the project sponsor to clarify all deficiencies for compliance (i.e. a
 follow-up visit, written response, etc.). If there are no findings (deficiencies), a compliance
 letter will be email or mailed to the project sponsor.
- **Notification:** After the completion of the monitoring, the subrecipient will receive written notification outlining the specific areas reviewed and providing next steps including:
 - o Areas of review: Service, Management, Financial.
 - List of findings and/or concerns
 - o Program rules connected to identified findings
 - o Corrective Actions
 - The Monitoring Risk Level due for identified findings and/or concerns
 - The timeframe for addressing the deficiencies. Project sponsors typically will receive 10 to 30 calendar days of receiving the notice to address deficiencies. MHC reserves the right to adjust the timeframe if necessary.
- Corrective Action: MHC will provide project sponsor with corrective action steps
 needed to respond to or resolve any finding or concerns. When responding to finding or
 concerns, the project sponsor may provide MHC with a Corrective Action Plan (CAP)
 within the stated timeframe. The CAP must detail the steps the project sponsor will take
 to resolve the identified issues and avoid recapture. A CAP must be submitted to MHC
 by the subrecipient within 10 to 30 days of notification (MHC reserve the rights to
 request an immediate response based on the nature of the finding).
- Failure to respond to a monitoring report, failure to submit or implement an approved CAP, or failure to complete all of the identified corrective actions in the time allotted will result in the immediate grant suspension and recapture of funds. No RFCs will be paid on any of the subrecipient's contracts until all findings have been corrected. Waiver of the "no RFC" policy may be considered on a case-by-case bases.

ESG Monitoring Risk Level Policy

In accordance with 24 CFR Part 576 (ESG Program Regulations) and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Mississippi Home Corporation (MHC) implements a structured Monitoring Risk Level Policy post monitoring to ensure effective oversight of ESG project sponsors. This policy establishes five levels of risk, with increasing severity and required actions for each level.

Risk Level Criteria

Level 1: Documentation Infractions

Documentation infractions are minor record-keeping deficiencies that do not directly impact client eligibility, service delivery, or financial accountability but require correction to maintain compliance. An example of minor record keeping deficiencies includes missing identification card or incomplete program application. In response, MHC issues a written notice with corrective action requirements, followed by a review within 90 days to confirm compliance.

Level 2: Eligibility Infractions

Eligibility infractions involve errors or omissions in determining applicant or service eligibility, which could affect HUD compliance under 24 CFR 576 and 2 CFR 200.303. Examples include incorrect income verification or providing services to ineligible clients. MHC's response involves findings and immediate correction, reevaluation of program client files, mandatory staff training on eligibility requirements, and follow-up monitoring within 60 days to ensure corrective actions are in place.

Level 3: Agency Capacity and Programmatic Capacity

These infractions relate to an agency's overall ability to administer ESG programs, including staffing, infrastructure, and adherence to HUD requirements. Relevant regulations, such as 24 CFR 576 and 2 CFR 200.205, guide MHC in assessing an agency's capacity to manage ESG-funded activities effectively. Examples of infractions include inadequate staffing or failure to meet reporting requirements, failure to meet requirements of the program contract, failure to work towards MHC's identified goals. MHC's response involves findings and immediate correction. Agencies must submit a Corrective Action Plan (CAP) and provide regular progress reports until issues are resolved, with quarterly follow-up monitoring by MHC.

Level 4: Financial Infractions

Financial infractions indicate mismanagement or improper documentation of ESG funds, potentially jeopardizing the program's financial integrity. Guided by regulations 24 CFR 576 and 2 CFR 200.302-305, infractions might include improper spending on ineligible services or failing to submit timely financial reports. MHC's response includes identifying the findings and concerns, conducting a financial audit, requiring corrective action, and potentially suspending disbursements until the agency demonstrates full compliance with financial controls. MHC conducts a follow-up audit within 30 days to confirm corrective actions are in place.

Level 5: Severe Infractions

Severe infractions, including fraud, Fair Housing violations, or conflicts of interest, represent the highest level of risk, impacting the integrity and legality of the ESG program. These infractions, covered by regulations 24 CFR 576, and 2 CFR 200.317-326, include cases of fraud, discriminatory practices, or financial conflicts of interest. In such cases, MHC halts all program activities and may notify HUD's Office of Inspector General. Additional consequences include suspension, potential reallocation of funds, and referral to legal authorities if fraud is confirmed. Furthermore, grantees determined to be a Level 5 risk due to a monitoring review or investigation by MHC will be suspended from applying for grant funds for one grant cycle to ensure compliance and program integrity.

Mississippi Home Corporation (MHC) will suspend all grant reimbursements until identified findings and in fractures are resolved. MHC may recapture funds previously awarded to an ESG recipient for reasons such as failure to satisfy timeliness of the implementation of the project, failure to comply with contractual conditions, or failure to complete project closeout.

No response or if the project sponsor fails to complete all corrective actions in the time allotted, a letter will be sent detailing areas of non-compliance along with sanctions that will be taken (including possible funding decrease/recapture) if the situation is not corrected. No RFCs will be paid on any of the project sponsor's contracts until all findings have been corrected. Waiver of the "no RFC" policy may be considered on a case-by-case bases.

Single Audits Monitoring

Single Audits must be submitted to Mississippi Home Corporation according to the policy. If the Single Audit is not submitted by the deadline or if it includes unresolved findings, funding will be suspended, and the funded agency will be classified as High Risk. Funding will be restored, and the High Risk designation will be lifted once the Single Audit is submitted and all findings are resolved.

ESG Recaptured Funds

Mississippi Home Corporation (MHC) may recapture funds previously awarded to an ESG recipient. MHC may reallocate any recaptured funds in any eligible category and reallocate them to any eligible applicant. Requests for supplemental funds will be considered on a case- by-case basis with funds granted only in those instances

where the Corporation can readily determine that additional funding is justified. Grant award limits are not applicable when considering the allocation of these funds.

MHC may recapture funds previously awarded to an ESG recipient for reasons such as failure to satisfy timeliness of the implementation of the project, failure to comply with contractual conditions, unresolved monitoring, or failure to complete project closeout. If reimbursements are required, those funds may be mailed to MHC. Recaptured or de-obligated ESG funds may be used to supplement Administration, supplement existing projects which may require additional funds, fund other eligible applicants, or fund ESG eligible activities.

Grounds for Recapture of Funds

MHC may recapture funds previously awarded to a subrecipient under any of the following conditions:

- Failure to meet performance standards: If the project sponsor fails to achieve the program's
 intended outcomes, including housing stability, services delivery, expenditure of funds, or other
 measurable objectives, funds may be recaptured.
- **Non-compliance with program requirements**: Any violation of federal, state, or local ESG regulations, including 24 CFR Part 576, or MHC's contractual obligations and policies, may result in recapture.
- **Misuse or improper expenditure of funds**: If funds are used for ineligible activities or expenditures that are not allowable under ESG regulations, they may be subject to recapture.
- **Failure to maintain proper documentation**: Inadequate financial or programmatic record-keeping or failure to provide required documentation for monitoring, reimbursements, or audit purposes.
- **Failure to comply with audit requirements**: If a project sponsor fails to submit timely audit reports or fails to address findings from audits or monitoring visits.
- Suspension or discontinuation of program operations: If a project sponsor suspends or discontinues ESG-funded operations or activities without approval from MHC.
- **Untimely expenditure of funds**: If the project sponsor does not meet timeliness requirements for obligating and extending ESG funds.
- Unresolved monitoring or audit findings: Any unresolved findings from HUD, MHC, or other entities indicating that the project sponsor failed to comply with regulatory or contractual obligations may trigger recapture.
- Breach of contract

De-Obligation or Termination of the Program Contract

Based on the grounds for recapture or findings from monitoring results, MHC may **de-obligate and/or terminate an existing program contract** instead of requiring repayment. If the identified infraction does not incur a financial cost but instead pertains to a breach of contract, failure to meet performance standards, or other non-financial issues, MHC reserves the right to de-obligate any remaining grant funds and terminate the program contract. This ensures that funds are only allocated to programs that demonstrate full compliance with ESG requirements and contractual obligations.

Based on the grounds for recapture or findings from monitoring results, **MHC may require a repayment of funds expended.**

Recapture Process

MHC will follow a structured process for the recapture of funds, ensuring fairness and adherence to regulatory standards:

- Monitoring and Review: Subrecipient are subject to routine monitoring and auditing by MHC or HUD
 representatives. Please reference MHC's Monitoring System outlined in the program policy for more
 information.
- **Notification**: If MHC identifies deficiencies or grounds for recapture, the subrecipient will receive written notification outlining the specific issues, including:
 - o The amount of funds subject to recapture.
 - The reason for the recapture, citing specific regulations, program goals, or contract terms violated.
- Repayment Terms: Subrecipient must return recaptured funds to MHC or HUD within 30 days of the
 final determination, unless otherwise specified. Repayment may be made through a direct financial
 return of funds or by withholding future RFC disbursements from ESG until the recapture amount is
 satisfied.

Appeals Process

Subrecipient have the right to appeal any recapture decision. The appeal must be submitted in writing within **15 calendar days** of the final determination of recapture. The appeal should include:

- A detailed explanation of why the project sponsor believes the recapture or de-obligation is unwarranted.
- Any supporting documentation or evidence that disputes the findings.

MHC will review the appeal and issue a written response within **30 to 60 calendar days**. The decision rendered after the appeal process is final.

Reallocation of Recaptured Funds

Funds recaptured by MHC will be reallocated to address urgent needs of existing ESG clients, support new or ongoing projects in alignment with ESG goals, or cover administrative costs associated with the recapture and reallocation process.

Responsibilities of the Subrecipient

Subrecipients who receive ESG, assistance must understand it is their primary responsibility to enforce **ALL** obligations and regulations in complying with the intent of Congress as declared by the HEARTH Act Final Rule.

Subrecipients must ensure that activities undertaken meet the primary objectives of the Act, its regulations, and the State's ESG program objectives.

If the State determines that a subrecipient of ESG funds has failed to comply with any provision of this subpart, the State shall notify the non-profits' chief executive officer of the noncompliance and shall request the officer to ensure conformity in a timely manner.

Remedial actions and sanctions for failure to meet the ESG program requirements will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence.

Mississippi Home Corporation may instruct the subrecipient to submit and comply with proposals for actions to correct, mitigate, and prevent noncompliance with ESG requirements including but not limited to the following:

- Prepare and follow a schedule of actions for carrying out activities affected by the noncompliance, including schedules, timetables, and milestones necessary to implement the affected activities;
- Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- Cancel or revise activities likely to be affected by the noncompliance, before expending ESG funds for the
 activities;
- Reprogram ESG funds that have not yet been expended from affected activities to other eligible activities;
- Suspend disbursement of ESG funds for some or all activities;

 Reduce or terminate the remaining grant of sub-recipient and reallocate those funds to other subrecipients.

In addition, MHC may impose the following Remedial Plan of action for the noncompliance of subrecipients:

- The MHC may suspend payments to the extent HUD deems it necessary to preclude the further expenditure of funds for affected activities.
- The MHC may remove the sub-recipient from participation in reallocations of funds.
- The MHC may deny matching credit for all or part of the cost of the affected activities and require the sub-recipient to make further matching contributions to make up for the contribution determined ineligible.
- The MHC may require the subrecipient to reimburse its line of credit in an amount equal to the funds used for the affected areas.
- The MHC may reduce or terminate the remaining grant of a subrecipient and reallocate those funds to other recipients;
- The MHC may condition a future grant.
- The MHC may take other remedies that are legally available.

Performance Standards and Outcomes

MHC consulted with each CoC to develop appropriate program outcomes and performance standards. ESG activities performance will be measured based on the CoC performance outcomes and the outcomes each **subrecipients** identified in their grant application.

Performance outcomes include:

Goal: ESG activity. Enhance Housing Stability & Homelessness Prevention Programs

- Use the ESG to provide **wraparound support services**, including job training, transportation, case management, education, and other approved services to properties that prioritize identified special populations (homeless and 30% AMI).
- Require housing stability plans for all homeless prevention housing assistance programs recipients to ensure long-term sustainability.

 Work with the CoCs to end the experience of homelessness and improve health outcomes by providing housing assistance through HOPWA and ESG.

Measurement: Number of formerly homeless individuals housed. Expect to serve a cumulative of 800 individuals with ESG.

- Decrease in the number of chronic homeless individuals identified.
- Decrease in the number of homeless individuals and households identified.

(use CoC or PIT data)

Measurement: The percentage of formerly homeless individuals that maintain stable housing for 6+ months.

The State expects that 50% or more of formerly homeless individuals served by ESG will maintain housing.

Measurement: Number of individuals who increased income while in the ESG program.

The State expects that 25% of households will increase income while in the ESG program.

Subrecipient Record-keeping/ Record Retention

The subrecipient must provide a Record Retention policy. The subrecipient's review will follow the guide provided for accuracy and completeness.

The subrecipient must maintain records for the ESG programs for the greater of five (5) years or for the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records. This includes documentation of each program participants' qualification as a homeless family or individual and other program participant which must be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served.

MHC Record Retention

MHC shall retain records related to ESG, including supporting documentation, for a period of not less than five years after the fiscal year of the grant or three years after the closeout of the grant from HUD, whichever is greater.

MHC will maintain files and records that relate to the overall administration of ESG as follows:

- Consolidated Plan submission to HUD
- Executed Grant Agreements
- Eligibility and national objective determinations for each activity under ESG
- Citizen participation compliance documentation
- Fair Housing and Equal Opportunity records

File Organization and Maintenance

A subrecipient should structure its project/case files and other records to comply with the general requirements to facilitate preparation of progress and other reports, including all submissions necessary for input into the Integrated Disbursement and Information System (IDIS) and the Consolidated Annual Performance and Evaluation Report (CAPER).

In setting up (or reviewing the adequacy of) its record-keeping system, a subrecipient should use this handbook to develop a list of all the items for which it must maintain documentation on a case/project basis and/or an activity basis.

Access to records

The HUD Office of the Inspector General, the Comptroller General of the United States, Mississippi Home Corporation, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the subrecipients that are pertinent to the ESG grants, to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last if the records are retained.

GENERAL COMPLIANCE

Compliance with regulatory and programmatic requirements of the ESG sub-grant is generally determined through a monitoring review by MHC. Monitoring will be conducted based on the risk assessment determination. A risk assessment is conducted annual but may be conducted more frequently at the discretion of MHC. Monitoring will generally be conducted after advance notice and at a date and time convenient to both MHC and subrecipients but may be conducted without notice and at any normal hour of business operation at the discretion of MHC.

Procurement Requirements & Disposition Requirements

Procurement policy for programs administered by MHC is governed by Federal Regulation **2 CFR 200** and the policies are set forth in MHC Policy Statements and/or Instructions. The following procurement standards are currently in effect.

These policies and procedures are modified periodically in response to changing state laws or program conditions.

Small Purchases

Nonprofessional services or supplies which do not involve an expenditure of more than \$5,000 may be purchased without advertising. This method of procurement lends itself best to simple, informal purchases in which written price quotations (at least two) are obtained from an adequate number of qualified sources. If the purchase of one item is at least \$1,000 but not more than \$5,000, then certain documentation is necessary. Documentation of procurement would include a description of supplies or services needed, a list of <u>vendors</u> or <u>suppliers called</u>, and price quotes obtained. Selection would be based on the lowest and best supplier.

If the aggregate cost is more than \$5,000, but not more than \$50,000, supplies or nonprofessional services may be obtained from the lowest and best bidder without advertising for bids, provided at least two (2) competitive written bids have been obtained. Documentation of procurement would include description of supplies or service needed, list of vendors or suppliers called or notified, and written individual quotes from each contacted vendor or supplier. Selection would be based on the lowest and best supplier.

Written procurement policy should be available for review and all contracts should be in writing. A disposition checklist must be completed for purchases made through the grant.

Procurement History Records

Procurement history records must include the rationale for the method of procurement used, selection of contract type, contractor selection/rejection, and basis for contract price.

Conflict of Interest

Recipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. Conflict of interest provisions listed at 2 CFR 200 and 24 CFR 576 are to be incorporated. Also see conflict of interest standards in this manual.

Fair Housing/ Equal Opportunity

The guarantee of civil rights has a constitutional as well as a statutory base. Several laws overlap in their coverage of certain actions and activities.

The authority for complaint investigation and compliance determination is retained within HUD.

Affirmative Outreach

Sub-recipient must communicate and make known that use of ESG, and ESG-CV, funded facilities, assistance and services are available to all on a nondiscriminatory basis. All individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, must receive equal access to program, benefits, services and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation, in accordance with the HUD final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs." Subgrantee must develop and implement affirmative outreach written procedures and communication tools and materials to inform persons without regard to race, color, ethnicity, religion, sex, gender, sexual orientation, age, national origin, familial status, or disability, how to obtain access to facilities and services. If it appears the procedures subgrantee intends to use to accomplish this will not reach persons of any particular race, color, religion, sex, gender, sexual orientation, age, national origin, familial status, or disability who may qualify for those activities and services, subgrantee must establish additional procedures to ensure those persons are made aware of assistance opportunities. Reasonable accommodations for persons with disabilities must be available in order to ensure disabled participants have an equal opportunity to utilize housing, including shelters, and receive essential services. Greater levels of accessibility may be required for some shelters in compliance with The Americans with Disabilities Act.

Nondiscrimination

Subgrantee is required to comply with all state and federal statutes relating to nondiscrimination, including the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, Title II of the Americans with Disabilities Act, and Title III of the American with Disabilities Act. Subgrantee may not take any of the following actions based on race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation, including gender identity, honorably discharged veterans/military status, and survivors of domestic violence:

- Refuse to rent housing or provide services
- Make housing or services unavailable
- Deny a dwelling or service
- Set different terms, conditions or privileges for rental of a dwelling or obtaining services
- Provide different housing services or facilities or different services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

Civil Rights Requirements

All recipients of Mississippi ESG and ESG-CV funds are required to comply with the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Laws including the following:

- Title VI, Civil Rights Act of 1964
- Housing and Community Development Act of 1974, as amended
- Title VIII, Civil Rights Act of 1968, as amended--or, the Fair Housing Act
- Housing and Urban Development Act of 1968
- Section 504, Rehabilitation Act of 1973, as amended
- Age Discrimination Act or 1975, as amended
- Executive Order 11063, as amended
- Executive Order 11246 as amended

Applicable Regulations

24 CFR Part I

24 CFR Part 8 issued 6/2/88

24 CFR Parts 105, 107, 108, 109, 110, 115, 135

41 CFR Chapter 60

28 CFR Part 42

- Executive Order 13279 as amended
- Section (3) Three, Housing and Urban Development Act of 1969, as amended

The Fair Housing and Equal Opportunity requirements affect every aspect of the Emergency Solutions Grant Program including the CARES component. Civil rights laws are designed to protect individuals from discrimination based on the following:

- Race
- Color-ethnicity
- Sex
- National Origin
- Age
- Handicap
- Families with children

As Civil Rights apply to all MHC funded programs, they protect individuals from discrimination in the following categories:

- Housing
- Benefits and services created by ESG projects
- Employment
- Business opportunities
- Relocation resulting from ESG funded activities

The following are individuals protected:

- Minorities
- Women
- Groups Distinguished by Age
- Handicapped Persons

The State, by certifying their compliance with applicable civil rights laws, assure that methods of administration at the state and local level will be adequate to meet the requirements of the civil rights laws.

Sub-recipient records for fair housing requirements compliance must adhere to 24 CFR Parts 1 and 107.

To document compliance with fair housing requirements, sub-recipient's records must include the following:

- Documentation of any sub-recipient actions to affirmatively further fair housing (including providing funds, if applicable, for each action).
- For direct benefit activities, data must be maintained on the extent of participation and benefit by individuals involved in a program or activity funded totally or partially with ESG funds. Such records must be kept by race, ethnicity, and gender of head of household, children, and handicap status. For area wide activities, documentation must include the following:
- A description of geographic boundaries of the service area,
- A description of the service being provided to the area, and
- The race and ethnicity of the area
- Data on employment in each of the local government's operating units funded totally or partially with ESG funds. Data must be maintained for the categories prescribed in the Equal Employment Opportunity Commission's EEO-4 form.
- Data on persons in households displaced because of ESG activities, including the following:
 - The race and ethnicity of the households,
 - The handicap status of any displaced persons, and
 - The address to which each displaced household is relocated
- Where ESG activities cause a significant level of displacement of businesses, records must include data indicating the impact on businesses owned by minorities and women.

By signing the Certification of Assurance, the applicant is required to follow the bidding and negotiation requirements under Section 135.25 of the Section 3 Regulations (Title 24 CFR Part 135) and shall develop an affirmative action plan as specified in Section 135.70 for the use of businesses located in or owned in substantial part by persons residing in the area. Subrecipients must document all efforts to meet these required actions and must report the progress made toward achieving these goals in the Contract and Subcontract Activity Report which is due every 6 months.

- Data must be submitted on each business entity that receives a contract or subcontract to be paid, with ESG funds, including data on the following:
 - The amount of the contract or subcontract
 - The racial/ethnic character
 - o Any women's business enterprise as defined in Executive Order 12138.
- Documentation of the recipient's affirmative actions taken to overcome the effects of prior discrimination as determined through a formal compliance review or court proceeding, where the recipient has previously discriminated against persons on the ground of race, color, national origin, religion, sex, or handicap in administering a program or activity funded in whole or in part with ESG funds.
- Documentation indicating that the recipient has taken steps to affirmatively further fair housing.

Action to Affirmatively Further Fair Housing

Under the ESG grant agreement, the sub-recipient is required to provide assurance that the program will be conducted and administered in conformity with Title VIII of the Civil Rights Act of 1968. Therefore, all projects must be administered in a manner to affirmatively further fair housing. Subrecipients must act to affirmatively further fair housing.

Examples of actions available to subrecipients to fulfill this requirement include:

- Counseling Services
- Passage of a fair housing ordinance Creation of Human Rights Commission Education program
- Assistance to fair housing groups
- Assistance to minorities in locating in non-minority area Voluntary affirmative lending plans
- Voluntary affirmative realtor plans Voluntary affirmative home builder plans Local compliance and monitoring process
- Advertising the benefits of an open community
- Operation of a "New Horizons" program for providing fair housing Fair Housing Proclamation

The sub-recipient must indicate the type of action taken and the results of the efforts. For example, if a sub-recipient provides a counseling service to low and moderate-income persons, the sub-recipient must specify the type of counseling services provided and the number of beneficiaries by race and sex.

Fair Housing and Equal Opportunity (FHEO) Posters and Displays

FHEO posters, English, and Spanish versions, must be posted in all grant subrecipients administration buildings and shelter locations. These posters should be in a **public** place and located in **plain view** to those entering and/or exiting the building in or near the common thoroughfare.

Participation of Businesses owned by Minorities or Women

The sub-recipient must also have a procedure to encourage and use minority/female businesses as a source of supplies, equipment, construction, and services.

Fair Housing Amendments Act of 1988

(P.L. 100-430)

The Fair Housing Amendments Act of 1988 provides stronger federal enforcement measures against discrimination in housing. It gives the Department of Housing and Urban Development authority to initiate enforcement actions and to penalize those who discriminate in the sale, rental, or financing of housing. In addition, the act adds persons with handicaps and families with children to those protected under Title VIII of the Civil Rights Act of 1968.

CIVIL RIGHTS REGULATIONS AND REQUIREMENTS APPLICABLE TO MISSISSIPPI'S EMERGENCY SOLUTIONS GRANT PROGRAM

Communities funded under the ESG Program should familiarize themselves with the following civil rights regulations and/or requirements concerning Fair Housing and Equal Employment Opportunity. These issues include the handbook, "Mississippi Minority Business Directory." The purpose of the directory is to "enable program participants to assure that small and minority businesses are utilized, when possible, as sources of supplies, equipment, construction and services."

Included in the packet of civil rights regulations are the Fair Housing and Equal Employment Opportunity posters. Subrecipients are to display these posters where they will be visible around their offices and on or near job sites. Also included are the following regulations and requirements which communities are urged to familiarize themselves with:

- 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1) provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will act to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
- 3. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- 4. Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with federal funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any such program or activity.

- 5. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance.
- 6. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against based on race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in the following categories:
 - employment
 - upgrading
 - demotion
 - transfer
 - recruitment or recruitment advertising
 - layoff or termination
 - rates of pay or other forms of compensation and
 - selection for training and apprenticeship

Violence Against Women Act (VAWA) protections

§ 5.2005 VAWA protections.

Subrecipients must provide ALL program participants with a notification of their VAWA rights. (See Appendix)

(a) Notification of occupancy rights under VAWA, and certification form.

- (1) Subrecipients must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:
 - (i) A "Notice of Occupancy Rights under the Violence Against Women Act," as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections; and
 - (ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:
 - (A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;

- (B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under § 5.2003; and
- (C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.
- (2) The notice required by paragraph (a)(1)(i) of this section and certification form required by paragraph (a)(1)(ii) of this section must be provided to an applicant or tenant no later than at each of the following times:
 - (i) At the time the applicant is denied assistance or admission under a covered housing program;
 - (ii) At the time the individual is provided assistance or admission under the covered housing program;
 - (iii) With any notification of eviction or notification of termination of assistance; and
 - (iv) During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.
- (3) The notice required by paragraph (a)(1)(i) of this section and the certification form required by paragraph (a)(1)(ii) of this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the Federal Register on August 16, 2000 (at 65 FR 50121).

(b) Prohibited basis for denial or termination of assistance or eviction -

- (1) General. An applicant for assistance or tenant assisted under ESG programs may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- (2) Termination on the basis of criminal activity. An applicant in ESG housing programs must not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
 - (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

- (c) Construction of lease terms and terms of assistance. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
 - (1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
 - (2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

(d) Limitations of VAWA protections.

- (1) Nothing in this section limits the authority of an ESG subrecipient, when notified of a court order, to comply with a court order with respect to:
 - (i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - (ii) The distribution or possession of property among members of a household.
- (2) Nothing in this section limits any available authority of a covered housing provider to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the covered housing provider must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
- (3) Nothing in this section limits the authority of a covered housing provider to terminate assistance to or evict a tenant under a covered housing program if the covered housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the covered housing provider would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the standards provided in the definition of "actual and imminent threat" in § 5.2003.
- (4) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section should be utilized by a covered housing provider only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.
- **(e) Emergency transfer plan.** Each subrecipient, as identified in the program-specific regulations for the covered housing program, shall adopt an emergency transfer plan, no later than June 14, 2017 based on HUD's model emergency transfer plan, in accordance with the following:

- (1) For purposes of this section, the following definitions apply:
 - (i) Internal emergency transfer refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
 - (ii) External emergency transfer refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.
 - (iii) Safe unit refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.
- (2) The emergency transfer plan must provide that a tenant receiving rental assistance through, or residing in a unit subsidized under, a covered housing program who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:
 - (i) The tenant expressly requests the transfer; and

(ii)

- (A) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
- (B) In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.
- (3) The emergency transfer plan must detail the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.
- (4) The emergency transfer plan must incorporate strict confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.
- (5) The emergency transfer plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- (6) The emergency transfer plan must describe policies for assisting a tenant in making an internal emergency transfer under VAWA when a safe unit is not immediately available, and these policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any

applicable additional priority that housing providers may already provide to other types of emergency transfer requests.

- (7) The emergency transfer plan must describe reasonable efforts the covered housing provider will take to assist a tenant who wishes to make an external emergency transfer when a safe unit is not immediately available. The plan must include policies for assisting a tenant who is seeking an external emergency transfer under VAWA out of the covered housing provider's program or project, and a tenant who is seeking an external emergency transfer under VAWA into the covered housing provider's program or project. These policies may include:
 - (i) Arrangements, including memoranda of understanding, with other covered housing providers to facilitate moves; and
 - (ii) Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, or stalking.
- (8) Nothing may preclude a tenant from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.
- (9) Where applicable, the emergency transfer plan must describe policies for a tenant who has tenant-based rental assistance and who meets the requirements of paragraph (e)(2) of this section to move quickly with that assistance.
- (10) The emergency transfer plan may require documentation from a tenant seeking an emergency transfer, provided that:
 - (i) The tenant's submission of a written request to the covered housing provider, where the tenant certifies that they meet the criteria in paragraph (e)(2)(ii) of this section, shall be sufficient documentation of the requirements in paragraph (e)(2) of this section;
 - (ii) The covered housing provider may, at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, in accordance with § 5.2007, for which the individual is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence; and
 - (iii) No other documentation is required to qualify the tenant for an emergency transfer.
- (11) The covered housing provider must make its emergency transfer plan available upon request and, when feasible, must make its plan publicly available.
- (12) The covered housing provider must keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.
- (13) Nothing in this paragraph (e) may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

HUD Section 3

The U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities for urban planning, community development and projects that build and rehabilitate housing to help families achieve the American Dream. Section 3 of the Housing and Urban Development Act of 1968 recognizes that federal financial assistance can also become a tool to expand economic opportunities for low- and very low-income families and businesses of the neighborhoods and communities where HUD invests public resources.

As a recipient of federal funds, MHC shall comply with Section 3 requirements set forth at 24 CFR Part 135 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals (Section 3 residents) living in the local area and also to contract with businesses owned by or that employ Section 3 residents. The regulatory threshold of Section 3 applicability to HUD-assisted projects is \$200,000 for Subrecipients and \$100,000 for Contractors and Sub-Contractors.

MHC has determined that all projects, regardless of the dollar amount, will be subject to compliance with Section 3 Requirements. This means that all subrecipients, contractors, and/or subcontractors of MHC funded HUD projects will be obligated to comply with Section 3 requirements as set forth at 24 CFR 135 and MHC Section 3 Policy and Procedures. MHC believes that eliminating the regulatory threshold for Section 3 compliance will allow more residents of low- income communities generally – and more people who live in assisted housing in particular – to build work histories and obtain the work experience and skills they need to succeed in the labor market.

Therefore, strengthening Section 3 will make job training available to those who need it most and create a path of economic opportunity for Mississippians struggling with unemployment and low incomes.

Audits

The Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200 requires that a state, local government or non-profit organization expending \$1,000,000 or more a year in total cumulative Federal funds must have a Single Audit made in accordance with the Single Audit Act. This audit report must be submitted and received by the Federal clearinghouse designated by OMB and MHC, no later than nine months following the end of the grant recipient's fiscal year in which the Federal funds were expended, and one week after the receipt of the audit reports and other financial statements.

If a Single Audit is required, and any of the funds expended were received through MHC requires that a copy of the Single Audit report must be submitted and received by the ESG staff no later than nine months following the end of the grant recipient's fiscal year in which the Federal funds were expended.

If a Single Audit is **not** required, (and any of the funds expended were received through MHC), MHC requires that an acceptable Funding Certification Form (for that year only) be submitted and received by the ESG staff. It must be received **no later than nine months following the end of the grant recipient's fiscal year in which the Federal funds were expended,** but no sooner than the end of the same fiscal year.

While a qualified Funding Certification Form will exempt the grant recipient from submitting a Single Audit to the ESG staff for the specified fiscal year, it does not exclude the grant recipient from any other requirements of audits or financial statements as requested by MHC or any other Agency or Authority.

If the Single Audit is not submitted by the deadline or if it includes unresolved findings, funding will be suspended, and the funded agency will be classified as High-Risk. Funding will be restored, and the High-Risk designation will be lifted once the Single Audit is submitted, and all findings are resolved.

Within six months after receipt of the grant recipient's Single Audit report or Funding Certification Form, the ESG staff will send a written management decision regarding the review of the submitted reports.

Audits should be mailed to:

Mississippi Home Corporation

ESG Department

735 Riverside Drive

Jackson, MS 39202

DEFINITIONS

Homeless means:

- 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- 2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - ii. No subsequent residence has been identified; and
 - iii. The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- 3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

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

Local government and unit of general purpose local government mean a "unit of general purpose local government," as defined in 24 CFR 576.2 (i.e., any city, county, town, township, parish, village, or other general purpose political subdivision of a State) and, as established by section 100261(1) of the Moving Ahead for Progress in the 21st Century Act (MAP-21 Act), Public Law 112–141, includes:

- an instrumentality of a unit of general purpose local government, provided that the instrumentality is not
 a public housing agency, is established pursuant to legislation, and is designated by the chief executive of
 the general purpose local government to act on that government's behalf with regard to activities funded
 under title IV of the McKinney-Vento Homeless Assistance Act; and
- a combination of general-purpose local governments, such as an association of governments that is recognized by HUD.

State means a "State" as defined in 24 CFR 576.2 (i.e., each of the several States and the Commonwealth of Puerto Rico); and, as provided by section 100261(2) of the MAP-21 Act, includes any instrumentality of any of the several States designated by the Governor to act on behalf of the State and does not include the District of Columbia;

Definitions not in 24 CFR 576.2.

The McKinney-Vento Act means the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.).

Annual ESG means, unless otherwise specified, the Emergency Solutions Grants Program whether funded through annual fiscal year (FY) appropriations or CARES Act funding. For example, a program participant assisted using only FY2021 ESG funding and a program participant assisted using only ESG-CV funding are both ESG program participants.

Emergency Shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG. An example is:

- an overnight, daytime, or 24-hour shelter in which program participants are only provided a safe place to sleep, rest, bathe, and eat;
- a shelter where one or more services are made available on-site, whether by shelter staff or contractors or through a memorandum of understanding with another subrecipient or service provider; and
- a shelter designed to facilitate the movement of homeless individuals and families into permanent housing within a fixed period of time (e.g., within 12 months) and employs or contracts with one or more case managers or service providers to provide services as specified under sections III.E.3.a.(i)(e) and III.E.3.a.(ii)(e) through (h).

APPENDIX



Homeless Definition

		Individuals defined as Homeless under the following categories are eligible for assistance in SO:
	treach	 Category 1 – Literally Homeless Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Street Outreach	SO projects have the following additional limitations on eligibility within Category 1:
		 Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Emergency Shelter	Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:
5 2	y St	Category 1 – Literally Homeless
Es P	enc	Category 2 – Imminent Risk of Homeless
S =	erg	 Category 3 – Homeless Under Other Federal Statutes
O 55	Em	 Category 4 – Fleeing/Attempting to Flee DV
ELIGIBILITY BY COMPONENT Emergency Solutions Grants Progran	e e	Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:
S Z	id R	Category 1 – Literally Homeless
IBILI gency	Rapid Re- housing	 Category 4 – Fleeing/Attempting to Flee DV (where the individual or familialso meets the criteria for Category 1)
EUG (Emer		Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:
	5	Category 2 –Imminent Risk of Homeless
	ntio	 Category 3 – Homeless Under Other Federal Statutes
	eve	Category 4 – Fleeing/Attempting to Flee DV
	Homelessness Prevention	Individuals and Families who are defined as At Risk of Homelessness are eligible fo
	SSINE	assistance in HP projects.
	ele	HP projects have the following additional limitations on eligibility with homeless
	Hom	and at risk of homeless:
	_	 Must only serve individuals and families that have an annual income below 30% of AMI

Request for Cash Form

Program:	Emergency Solutions Grant Prog	ram					
Section A: Gen	eral Information			tion B: Project Informa			
Recipient	•		Grant No.	Contra	act No.		Project No.
Mailing Address	#N/A		#N/A	#N	I/A		
Street Address #N/A				Services Rendered			Request No.
,			F	CONTROL TONGO O	-		
City, State Zip #N/A			From		То		HC Staff Initials
Telephone No. #N/A				Thru		IV	HC Start Initials
Section C: Requ	uest Per Activity						
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Units of Service	Activity Numbers
1	Shelter	\$0.00	\$0.00	\$0.00	\$		
2	Street Outreach	\$0.00	\$0.00	\$0.00	\$		
3	Rapid Rehousing	\$0.00	\$0.00	\$0.00	\$ -		
4	Homeless Prevention	\$0.00	\$0.00	\$0.00	\$		
5	HMIS	\$0.00	\$0.00	\$0.00	\$0.00		
	Total:	\$ -	\$ -	\$ -	\$ -	0	
Required Accom	nplishment Narrative						
amount requested funds are requested. By signing this repeterms and conditions. I Hereby Certify	That (a) the services covered by this reque- will be expended for allow able costs / expe ed for only immediate disbursements. Dort, I certify to the best of my knowledge ar- s of the Federal aw ard. I am aw are that any falsa That the goods sold and/or services render- oses not include any advances or funds for t	and belief that the report is true of talse, fictitious, or fraudulen e claims or otherwise (U.S. Ced have been delivered and/o	the contract agreement or grant; e, complete, and accurate, and t at information, or the omission of code Title 18, Section 1001 and	(c) the amount requested here the expenditures, disbursement any material fact, may subject fitle 31, Sections 3729-3730 ar	s and cash receipts are for the me to criminal, civil or administr d 3801-3812).	e purposes and rative penalties	y contract; and (d) the objectives set forth in the for fraud, false statements,
Is this your final	request for cash on this contract?	•		YES		NO	
	Signature of Authorized Office	ial	Date Signed		Prepared B	у	Date Prepared
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Consolidated Support Sheet

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Expenditur Matching Expenditures	Cumulative: Expenditures Total Expenditures Total Expenditures Total Expenditures Total Expenditures Tota	Cumulative: Expenditures Matching Expenditures Total Expenditures Total Expenditures In the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. If you have been delivered and/or performed in good order within the time listed above and are in compliance with all stautory requirements and regulations. Loerlity that this request does not include any	Expenditures Total Expend	Cumulative: Espenditures To services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract, and (d) the funds are requested for only in this trie process sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all stautory requirement frings for future obligates of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes a language for fraudicial process. In the purposes and any false fitting the bear of fraudicial fact, may subject me to criminal, oivil or administrative penalties for fraud, false statements, false claim of 3801-3812). In the following of Authorized Official Description of any material fact, may subject me to criminal. Date Signed Purposes a signed Purpose of Authorized Official Prepared it and accurate and accur	\$0.00		
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iffig That the goods solid and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all stautory requirements and regulations. Leerlijk that this request does not include any unds for future obligations. In this poor, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. It says lates that the remove the omission of any material fact, may subject me to oriminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31 Sections 43801-3812). Worksoon Worksoon One of Authorized Official Date Signed Prepared By	is report, locatify to the best of my knowledge and belief that the report is true, complete, and acourate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I say is large first from the omission of any material fact, may subject me to criminal, old or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections d 3801-3812). ### 1001-3812. ###	100/1900	Date Signed				
If the goods sold and/or services rendered hand or performed in good order within the time listed above and are in compliance with all stauturory requirements and regulations. Toerlify that this request does not include any funds for future obligations. Is report. Learlify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and sash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. It amy false, fickitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 14,041500 0 0 Signature of Authorized Official Date Signed Prepared By	is report, locatify to the test of my knowledge and belief that the report is true, complete, and acourate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I say (also fraud false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections of 3801-3812). 1401800 0 Signature of Authorized Official Date Signed On Prepared By	1404500 Date Signed	Date Signed	Typed Name and Title of Authorized Official	Telephone No.		

ESG Allowable Program Activities Chart

Shelter	Rapid Rehousing and Prevention	Street Outreach
Shelter and Office Rent	Rental Arrears	Engagement
Shelter Food	Utility Arrears	Case Management
Supplies	Security Deposits	Emergency Health Services
Postage	Utility Deposits	Emergency Mental Health Services
Buildings/Grounds Maintenance and Repair	Rent Payments	Transportation
Pest Control	Moving Costs	Indirect Cost
Vehicle Maintenance	Case Management	
Utilities (Electricity, Telephone, Gas [Fuel], Water/Sewer,	Indirect Cost	
and Internet Service)		
Equipment (Purchase and Maintenance/Repair)		
Furnishings		
Travel to support operations		
Insurance (Liability, Fiduciary, Building, and Vehicle)		
Storage Cost		
Security Workers - (Not counted as "Staff Cost")		
Janitorial Workers - (Not counted as "Staff Cost")		
Maintenance Workers - (Not counted as "Staff Cost")		
Professional Services such as Accounting		
Case Management		
Transportation/Mileage		
Hotel Voucher		
Indirect Cost		

CAPER Summary Report

CAPER SU	immary Report	
Sub recipient	Mountain of Faith Ministries	
Contract Number	1726-ESG-MOFM-16	
Request for Cash Number	<u>0</u>	
Reporting Period From	<u>January 0, 1900</u>	
То	January 0, 1900	
		Emergency Solutions Grant Expenditures by Categories July 1, 2016 thru June 30, 2017
ESG Expenditu	res for Emergency Shelter	
Essential Services		
Operations		
Subtotal		\$0.00
ESG Expendit	ures for Rapid Rehousing	
Expenditures for Rental Assistance		
Expenditures for Housing Relocation and Stabilization Services	- Financial Assistance	
Expenditures for Housing Relocation and Stabilization Services	- Services	
Subtotal Rapid Rehousing		\$0.00
ESG Expenditures	for Homelessness Prevention	
Expenditures for Rental Assistance		
Expenditures for Housing Relocation and Stabilization Services	- Financial Assistance	
Expenditures for Housing Relocation and Stabilization Services	- Services	
Subtotal Homelessness Prevention		\$0.00
Other 0	Grant Expenditures	
Street Outreach		
HMIS		
Administration		

Total ESG Grant Funds		\$0.00
N	Natch Source	
Other Non-ESG HUD funds		
Other Federal Funds		
State Government		
Local Government		
Private Funds		
Other		
Total Match Amount		\$0.00
Total ESG Funds Expended		\$0.00

Caper Instructions

The purpose of CAPER is to generate the Emergency Solutions Grant Consolidated Annual Performance and Evaluation Report. The CAPER needs to be <u>COMPLETED</u> <u>ANNUALLY BY SUBRECIPIENTS</u> of projects receiving Emergency Solution Grant (ESG) funding and is designed to provide an unduplicated count of persons served in ESG projects, as well as demographic breakdowns of those clients.

The CAPER generated in AWARDS includes only data-related questions. Please follow the steps below in submitting your CAPER report:

Please follow the steps below in submitting your CAPER report:

1. From the AWARDS Home screen, click Administration from the left-hand menu, and then click Fiscal/Program. The Fiscal/Program Reports Menu page is displayed.



2. Click ESG CAPER. The Emergency Solutions Grant Consolidated Annual Performance and Evaluation Report (ESG CAPER) page is displayed.



- 3. Click the Project drop-down arrow and select your organization for which the report is to be viewed.
- 4. By default, the report's Date Range is July 1st of the previous year, through June 30th of the current year. If necessary, make changes to this default date range using mm/did/yyyy format, or by selecting the correct dates using the available date picker icons.
- 5. If necessary, click the Show Individual Detail? box to include a table of individual client-level detail at the bottom of the report page.
 - a. When individual detail is included, each client in the report (for any question) is listed on a separate row in the detail table, and each data element needed for the report is shown in a separate column. The table also includes which project (program) each client was active in, and the HMIS Project Type associated with that project. Inclusion of these client details can be particularly useful if it's necessary to troubleshoot report content; however, keep in mind that not every client listed there is counted in every question, as some questions only apply to certain project types.
- 6. The Send in AWARDS Messages check box is selected by default and cannot be un-checked. As a result, you need not wait for the report to generate, and can navigate away from the ESG CAPER feature after finishing the configuration process. Once the report is ready for viewing, it is sent to you in the body of a message accessed via your Messages module inbox.
 - a. The report will remain in your messages for one month, after which time it will be deleted. (The exact date of deletion will be displayed in red at the top of the report message for your reference.) If you know you will need the report content after that time, be sure to download the Excel file (Excel File.zip) or HTML content (Report Content.html) attached to the report message. If you don't download one of these attachments before the message is deleted, you will need to manually re-generate the report if you need access to it in the future.
- 7. Clicks CONTINUE. The report is displayed on the Emergency Solutions Grant Consolidated Annual Performance and Evaluation Report (ESG CAPER) page.

a. Because the Send in AWARDS Messages option is automatically used by this report, a notice is first displayed on the page to let you know that report generation is in process and that the report will be sent to your Messages module upon completion. You can then navigate away from the page or wait for the report to complete and display.

Download the CSV file versions of the report content for the purposes of submission to HUD; click the CSV Export Files link at the bottom of the report. A zip file containing a CSV for each report question is downloaded to your computer and can then be used by providers to submit data into eCART.

8. Shelter Utilization

- Number of Beds- Rehabbed
- Number of Beds- Conversion
- O Total Number of bed- nights available
- o Total Number of bed- nights provided
- o Capacity Utilization

Staff Activity Report Sample

EXAMPLE: MONTHLY TIME ACTIVITY REPORT FOR PROJECT STAFF

Agency:		
APPHUV:		
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

Month: N	May			Name
DATE	TIME IN	TIME OUT	TOTAL HOURS	PRINCIPAL ACTIVITIES
5/1/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, grant
				reimbursements, payables
5/2/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, grant
				reimbursements, review resumes
5/3/18	7:00am	3:30pm		Assist with Crisis Calls, case management, grant
			8	reimbursements, match documentation
5/4/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, grant reimbursements
5/7/18	7:00am	3:30pm	8	Payroll Assist with Crisis Calls, case management, Grant
				reimbursement
5/8/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, review resumes
5/9/18	7:00am	3:30pm	8	Answer calls during Treatment Team Meeting, case
				management, work with Accountant
5/10/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, payables
5/11/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, donation
				documentation
5/14/18	7:00am	3:30pm	8	case management, financials, DAIP & 2nd Chance Reconciliation
5/15/18	7:00am	3:30pm	8	
				Assist with Crisis Calls, Board Meeting Prep
5/16/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, match documents
5/17/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, donations
5/18/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, payables

5/21/18	7:00am	3:30pm	8	Payroll Assist with Crisis Calls, case management, interviews
5/22/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, grant reimbursements
5/23/18	7:00am	3:30pm	8	Answer calls during Treatment Team Meeting, case management, grant reimbursements
5/24/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, financial reconciliation
5/25/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, budgets
5/28/18	7:00am	3:30pm	8	Holiday
5/29/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, purchasing
5/30/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, review resumes
5/31/18	7:00am	3:30pm	8	Assist with Crisis Calls, case management, grant reimbursements, payables

EMPLOYEE SIGNATURE:	DATE:		
EXECUTIVE DIRECTOR SIGNATURE:	DATE:		

Recordkeeping Checklist

The State requires that a recordkeeping system be maintained by all ESG sub- recipients receiving funds administered by MHC. The system must be at least the equivalent of the files as listed below. Failure to maintain an adequate system as determined by MHC staff could result in a finding. Records must be maintained for a period of five (5) years after the project closes out.

The following file system o	hecklist has been established to help maintain your records:
Project Name	
Project Number	
APPLICATION FILE	
	Full application as submitted to State
	Additional information submitted
CONTRACT FILE	
	Award letter
	Executed contract
	Correspondence concerning contract conditions

	Contract modifications and letters of approval
GENERAL CORRESPONDEN	NCE
	General correspondence
	State general correspondence/memorandums
ESG REPORT	
ESG REPORT	
	Certification of Match
	Confidentiality Procedures
	Monthly and Quarterly Reports
STATE MONITORING FILE	
	State reports of results of monitoring reviews/ recommendations
	Sub-recipient's response to State monitoring reports
	Other correspondence related to State monitoring visits

Copy of "Environmental Review Record" as submitted to MHC Notice of "Removal of Contract Conditions and Release of Funds" Letter of Clearance from the Department of Archives and History (only for renovations) Finding of Exemption **FINANCIAL MANAGEMENT FILE** "Authorized Signature Letter" "Requests for Cash" and Support Sheets General ledger and disbursements journal (Example included in Exhibits) Invoices, pay estimates, receipts of payments of program costs Documentation of "In-Kind" expenditures (if applicable) Documentation to support cash contributions or any match funds (if applicable) PROCUREMENT FILE (if applicable) Proof of Publication of Requests for proposals/bids

ENVIRONMENTAL REVIEW RECORD FILE

	Written Selection Procedures
	Proof of Solicitations for proposals/bids
	Proposals/bids received
	Evaluations of proposals/bids received
	Written statements of acceptance of proposals/bids
	Executed contracts for each service required; NOTE: All contracts must contain the provisions listed in 24 CFR Part 85 or 24 CFR Part 84, whichever applies.
	Copies of written notification of procurement Requests for Proposals to the Mississippi Contract Procurement Center
EQUAL OPPORTUNITY/FA	IR HOUSING FILE/VAWA REQUIREMENTS
	Documentation of total number of female heads of households, minorities, handicapped, elderly and children who are beneficiaries
	Documentation of affirmatively promoting fair housing or of making known availability of services
	Employment information of the administrative agency
	Community population (if applicable)
	Contractor/Subcontractor Activity Reports (if applicable)

	_ Documentation of attempts to solicit minority/female businesses
	Documentation of compliance with VAWA regulations
<u>AUDITS</u>	
	_ Audit for each year included in grant period
	_ Evidence clearing all audit exceptions
SECTION 3	
	_ HUD Form 60002

Section 3 Summary Report Economic Opportunities for Low – and Very Low-Income Persons

U.S. Department of Housing and Urban Development Office of Fair Housing And Equal Opportunity

OMB Approval No: 2529-0043 (exp. 8/31/2007)

Hud Field Office:

See page 2 for Public Reporting Burden statement	100	and the complete of				
Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (contract/sward no.) 4. Contact Person 6. Reporting Period:			Dollar Amount of Award: Phone: (Include area code) Dele Report Submitted:		
8. Program Code.* (Use a separate sheet for each program code)	9. Program Name:					
Part I: Employment and Training (** Inclu	ide New h	lires in columns 8	& F.)			
A N	B umber of ew Hires	B C er of Number of New	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Employees and Trainees	
Professionals				NAME OF THE OWNER, OWNER, OWNER, OWNER,		
Technicians						
Office/Clerical Construction by Trade (List)						
Trade (Elsky						
Trade						
Trade	Windows VIII -					
Trade				Park of the Land		
Trade						
Other (List)						
		150000				
		Education in				
		Constant to		Personal Control		
Total						
= Flexible Subsidy = Section 202/811	Public/Indian A = Developr B = Operatio C = Modernia	ment,	4 = Homeless Assista 5 = HOME 6 = HOME State Adm 7 = CDBG Entitlemen	9 = inistered 10 =	CDBG State Administered Other CD Programs Other Housing Programs	
		Page 1 of 2			form HUD 60002 (6/2001) Ref 24 CFR 135	

10 0	Construction Contracts:				
-	A. Total dollar amount of all contracts awarded on	the project	1	\$	
В	Total dollar amount of contracts awarded to Sect	tion 3 businesses		\$	1119
C	C. Percentage of the total dollar amount that was a	warded to Section 3 busine	sses	•	%
D	D. Total number of Section 3 businesses receiving	contracts			
2. 1	Non-Construction Contracts:				
F	A. Total dollar amount all non-construction contrac	ts awarded on the project/a	ctivity	\$	
E	B. Total dollar amount of non-construction contract	ts awarded to Section 3 bus	inesses	\$	
(C. Percentage of the total dollar amount that was a	awarded to Section 3 busine	esses	•	%
 	ecipients of government assistance for hous Attempted to recruit low-income residents contracts with community organizations a nonmetropolitan county) in which the Sec Participated in a HUD program or other p	s through: local advertise and public or private ager tion 3 covered program rogram which promotes	ing media, signs prominent ncies operating within the more project is located, or sim	netropolitan area (or ilar methods.	ite,
	definition of Section 3 business concerns. Coordinated with Youthbuild Programs and Other; describe below.		the award of contracts to b	usiness concerns which me	
D ereby c	definition of Section 3 business concerns. Coordinated with Youthbuild Programs ac	dministered in the metro	the award of contracts to be	usiness concerns which me	
======================================	definition of Section 3 business concerns. Coordinated with Youthbuild Programs and Other; describe below.	dministered in the metro	the award of contracts to be	usiness concerns which me	
Ä	definition of Section 3 business concerns. Coordinated with Youthbuild Programs and Other; describe below.	dministered in the metro	the award of contracts to be	usiness concerns which me	

Page 2 of 2

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form HUD 60002 (6/2001) Ref 24 CFR 135

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any Public and Indian Housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000

awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to *employment* and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. *Only* Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

- Recipient: Enter the name and address of the recipient submitting this report.
- Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
- Dollar Amount of Award: Enter the dollar amount, rounded to the
- nearest dollar, received by the recipient.
 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
- Reporting Period: Indicate the time period (months and year)
- Date Report Submitted: Enter the appropriate date

- 8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

 Program Name: Enter the name of HUD Program corresponding
- with the "Program Code" in number 8.

Part I: Employment and Training Opportunities
Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions

Column F: Enter the numbers of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts
Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts

connected with this project/program awarded to Section 3 businesses. Item D: Enter the number of Section 3 businesses receiving awards. Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program. Item B: Enter the total dollar amount of contracts connected with this

project awarded to Section 3 businesses

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses. Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceiling higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. Very lowincome persons mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher of lower than 50 per cent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

form HUD 60002 (6/2001) Ref 24 CFR 135

AUDIT REQUIREMENTS OF MISSISSIPPI HOME CORPORATION

Funding Certification Form

Fiscal Year End:

			Month	Day	Year
We have exceeded t	he federal expenditure thres	shold of \$750,000. We will have	our Single Audit or Program S	Specific Au	dit completed
and will submit by		, which is no later than nine	e (9) months after the end of t	he audited	fiscal year.
7					
_					
We have exceeded to Corporation.	he federal expenditure thres	shold of \$750,000 but did not re	eceive any of these funds fron	n Mississip	pi Home
We did not exceed t this fiscal year. (Fill c	he \$750,000 federal expendi	ture threshold required for a Si	ngle Audit or a Program Speci	fic Audit to	be performed
this fiscal year. (Fill C	ut screaule below)				
	Name to filled and if Ci	anda Audit an Duannan Audit ia	naturanismas.		
	iviust be filled out if Si	ngle Audit or Program Audit is	not requirea:		
		Federal Funds			
	Pass-through	Program Name &			
Federal Grantor	<u>Grantor</u>	<u>CFDA Number</u>	Contract Number	Ex	penditures
· 					
			_		
			_		
			_		
			<u> </u>		
			<u> </u>		
	Total Federal Expe	nditures for this Fiscal Year		\$	
	•	•			

Organization:

Authorized Signature (Executive Director, Mayor, Board President)	Printed Name	Title	
Mailing Address:	City, State	Zip Code	
Email Address:	Phone Number	Fax Number	
Chief Financial Officer / Comptroller	Phone Number	Fax Number	

Failure to submit this completed form or a completed Single Audit package as described in the audit requirements by the required due date will affect eligibility for future funding.

Submit this form to: Mississippi
Home Corporation ESG
Department
735 Riverside Drive
Jackson, Mississippi 39202

Homelessness Prevention and Rapid Re-Housing Program Application

Emergency Solutions Grant (ESG)

Homelessness Prevention and Rapid Re-Housing Program Application

To be completed by case manager one	y.			
Organization:				
Case Manager:		Phone Number:		
Name:				
Address:				
Phone Number:		County:		
SSN:	DOB:		Race:	
Age:	Sex:		Marital:	
provide documentation: Is participant a legal resident of the Un	ited States?	Yes No		
If no, participate is ineligible for ESG a	ssistance.			
Household Size: Number List all household members:	er of Bedrooms:			
Name SS (last 4 digits	1	<u>Age</u>	Relationship	
*Copy of the full social security number should be maintained in participants' file.				

Is participant currently employed?	Yes No	
If no, please provide unemployment documentation.		
Does participant report any other source of income? If yes, list all sources and amount of income (SS, SSI, unemployment, child supp	Yes No ort, etc.):	
Are there other household members with income?	Yes No	
If yes, provide source of income and documentation.	Yes No	
17 yes, provide source of meeting and accumentation.		
Does participant have any of the following assets? Checking Savings IRAs CDs Interest/Dividends from checking/sav	Yes No	
If yes to any resources listed above, verification must be provided.		
Provide estimated value of each asset. \$	_	
Provide participant's average household monthly income amount.	\$	
Provide participant's average household monthly expenses (rent & utilities). \$		
Has participant attempted to identify other resources to secure housing assist If yes, provide names of agency(s):	tance? Yes No	
Type of assistance:		
Amount of assistance received: \$ If assistance is from another ESG Funded Agency, participant is not eligible.		
Is a signed lease agreement in participants' name provided?	Yes No	
Is participants' rent subsidized? If yes, then participant is not eligible for ESG rental assistance.	Yes No	
If participant is responsible for utilities, are they in the participants' name? If no, participant is not eligible for utility assistance.	Yes No	
Was participant evicted from previous housing? If yes, date of eviction.	Yes No	
Was participant previously residing in a shelter, car, tent, woods, etc.? If participant resided in a shelter, documentation is needed.	Yes No	
I understand that any assistance received is temporary and I will continue to be living expenses. Also, I agree not to sublease the rental unit as long as ESG assistance.		
I certify that the information I have provided is true and correct to the best of my knowledge. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.		
Participant Signature: Da	te:	

To be completed by ESG Case Manager Only:				
"But For" Does participant qualify for ESG Assistance If yes, short term rental assistance may be provided for up to t				
Type of Assistance: RRHHPDate Approved:				
Does participant's file adequately document household income (AMI)?		30% of the Area Median Income No		
To be completed by ESG Case Manager Only	if participan	t is approved.		
Has rent reasonableness requirement been met?	Yes	No		
Have habitability standards been met?	Yes	No		
Has a lead-based paint inspection been conducted?	Yes	No N/A		
Has all information been entered in HMIS/Comparable Databas	se? YesN	o		
I certify that the information I have provided is true and correct to the best of my knowledge. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.				
Case Manager:Signature	Date:			

HOMELESS CERTIFICATION ESG Applicant Name: ____ Household without dependent children (complete one form for each adult in the household) Household with dependent children (complete one form for household) Number of persons in the household: This is to certify that the above named individual or household is currently homeless based on the check mark, other indicated information, and signature indicating their current living situation. Check only one box and complete only that section Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks) The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground. Description of current living situation: Homeless Street Outreach Program Name: This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc. Authorized Agency Representative Signature: Living Situation: Emergency Shelter The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows: Emergency Shelter Program Name: ___ This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Emergency Shelter). Authorized Agency Representative Signature: ___ Living Situation: Transitional Housing The person(s) named above is/are currently living in a transitional housing program for persons who are homeless. The persons(s) named above is/are graduating from or timing out of the transitional housing program: Transitional Housing Program Name: ___ This transitional housing program must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory (e.g. newly established Transitional Housing program). Immediately prior to entering transitional housing the person(s) named above was/were residing in: emergency shelter OR a place unfit for human habitation Authorized Agency Representative Signature: ___ Date:

AT RISK OF HOMELESSNESS CERTIFICATION

based on the category checked and required docu	nentation.
ESG Household Name:	Date:
Check only one category and co	mplete only that section
CATEGORY 1: An individual or family: (must have in resources & meet one of the following risk factors)	ncome 30% below AMI, lack sufficient
Has an annual income below 30% of AMI (must have AND	e documentation of income eligibility;
Lacks sufficient resources or support networks imm (must complete Self-Certification Form No. 5) supposuch as termination notice, unemployment compenshealthcare/utility bill showing arrears.	rted by other documentation when practical
AND meets one of the following risk factors with a	cceptable documentation:
Risk 1: Persistent housing instability - has moved times during the 60 days immediately preceding document the following two criteria):	
Housing history must demonstrate two or may include HMIS records, referral from hou tenant/owner (intake observation not approximately)	•
<u> </u>	from employment, unexpected medical costs, es, etc.: documentation may include notice of ers, utility bills indicating arrears (<i>intake</i>
Risk 2: Living in the home of another person/individent document the following two criteria):	ual because of economic hardship
Housing must be in the home of anothe include letter from tenant/homeowner (and	r (i.e., doubled up): documentation may intake observation may be appropriate);

Economic reasons may include termination from employment, unexpected medical costs, inability to maintain housing including utilities, etc: documentation may include notice of termination, healthcare bills indicating arrears, utility bills indicating arrears (<i>intake observation not appropriate</i>).
Risk 3: Housing loss within 21 days – has been notified of their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance: notification to leave within 21 days must be written and only third party source/written is appropriate (must document one of the following criteria): [If tenant/homeowner: eviction notice, court order to leave within 21 days; or
 □ Risk 4: Living in a rented hotel or motel and cost is not paid for by charitable organization or by Federal, State, or local government programs for low-income individuals (must document the following two criteria): □ Housing must be in a hotel/motel: documentation may include either letter from hotel/motel manager or intake observation; and □ Costs have not been covered by charitable organization or government program: documentation – cancelled check.
 Risk 5: Living in a severely over-crowded unit as defined by US Census Bureau: lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than 1½ persons per room (must document the following): Number of rooms in unit AND number of individuals living in unit: documentation may include lease, unit details from Tax Assessor's Office, intake observation.
Risk 6: Exiting publicly funded institution or system of care (must document the following): Discharge from healthcare facility, mental health facility, foster care or other youth facility or correction program: documentation – discharge paperwork or referral letter.

Risk 7: Living in housing associated with insta	bility and an increased risk of homelessness.
Documentation must include:	
	umentation describing the circumstances and that ources and support networks to obtain other
Intake Staff Signature:	Date:



VERIFICATION OF IMMINENT		
RISK OF HOMELESSN	NESS	
Participant Name:	Participant HMIS #:	ESG Project Entry Date:

Instructions: Identify the housing status applicable to the participant household below and indicate the attached documentation for that housing status. If the participant is being verified as "at-risk of homelessness," and does not meet the housing status qualifications below, use the MHC At-Risk of Homelessness Certification form instead.

Unless otherwise noted, the general order of priority for obtaining evidence is third-party documentation first, intake worker observations second, and certification by the person seeking assistance third.

	CATEGORY 2: IMMINENT RISK OF HOMELESSNESS		
	Housing Status		Documentation Attached
r <u>4</u> N	Will imminently lose primary nighttime residence within 14 days AND No appropriate subsequent housing options have been identified AND Household lacks the financial		Court order resulting from eviction action notifying the individual or family that they must leave AND Self Certification, or other written documentation stating that no subsequent residence has been identified and the applicant lacks the financial resources and support necessary to obtain permanent housing
r	resources and support networks necessary to obtain immediate nousing or remain in existing nousing		r applicants living in a hotel/motel paid by applicant A letter from the hotel/motel manager, or third party oral statement documented and showing that costs are paid by the applicant AND Self Certification, or other written documentation stating that no subsequent residence has been identified and the applicant lacks the financial resources and support necessary to obtain permanent housing Solute written documentation showing lack of financial resources if callable (e.g. financial documents, bank statements, etc.).

	CATEGORY 4: FLEEING/ATTEMPTING TO FLEE DOMESTIC VIOLENCE				
	Housing Status	Documentation Attached			
	Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence AND Has no other residence AND Lacks the resources or support networks to obtain other permanent housing	 □ Staff Certification stating that the applicant is fleeing, has no subsequent residence, and lacks resources OR □ Staff Certification stating that the applicant is fleeing, has no subsequent residence, and lacks resources For non-victim service providers, where the safety of the applicant is not jeopardized, oral statements must be verified. Whenever possible, include further written documentation showing lack of financial resources (e.g. financial documents). 			
INCOME VERIFICATION					
		requirements above, applicants for prevention must also have an income fledian Income (AMI) at the time of program application. This must be re-			

Intake Staff Name:	Date:
Intake Staff Signature	

Attached documentation showing income at or below 30% of AMI includes:

☐ Self Declaration of Income (should ONLY be used rarely)

 $\hfill \square$ Verification of Income form

Choose one below

☐ Source documentation

<u>AND</u>

ESG HOUSEHOLD RE-CERTIFICATION FORM

Households receiving ESG Homeless Prevention assistance must be re-certified every 90 days. Households receiving ESG Rapid Rehousing assistance must be re-certified every year. At the end of each recertification the case manager must attach the new evidence to this form demonstrating the household is still eligible for the program. It is not acceptable to reattach the evidence from previous eligibility decisions.

*NOTE: Recertification criteria for rapid re-housing and prevention projects are different. See the MHC ESG Guidebook for further details.

ESG Client Name:	
Client is enrolled in:	
☐ Prevention Program and must have household	l income below 30% AMI
Date of entry into program:	Case Manager:
Number of months (including arrears) household has rec	eived assistance:
Date of this Re-Certification:	
List the member(s) of this household:	
Adult(s):	Children (under 18):
1	1
2.	2
3	3
Status	
Please update the household's current housing stat	us AND attach the appropriate documentation:
☐ Literally homeless	Documentation list:
☐ Imminently losing housing	1
☐ Unstably housed and at risk of losing housing	2
Income	

Please update the household's current income s	status AND attach the appropriate documentation:	
☐ Household Income meets AMI requirements for program		
☐ Household Income does not meet AMI req	uirements for program	
Documentation list:		
1		
2.		
3.		
discharged from the program	ents are no longer eligible to receive ANY ESG SERVICES. They must be	
Resources		
For clients who are receiving ongoing ESG financutilities BUT FOR the ESG assistance (i.e. bank/s	cial assistance, staff must document their inability to pay housing/	
☐ Household HAS NO other housing options,		
financial resources, or support networks identified.	1	
 Household HAS other housing options, fina Housing Stability Goals 	incial 3	
Household agrees to work on the following goal	s to ensure a stable housing outcome:	
1		
2.		
Staff Certification ☐ Household is eligible for additional services	5	
☐ Household is ineligible		
	s that household can access for further support:	
in mengione, list other community based agencie	s that household can access for further support.	
1		
2.		
ESG Staff Printed Name:	ESG Staff Signature:	
Date:	ESG Staff Title:	

Affidavit of Rental Arrears

l <u>, </u>	, herein referred to as the "land	dlord" or "property manager", acknowledge	that
	e and address listed below is currently in a		
	Lessee Name		
	Physical Address		
	Mailing Address		
	City, State, Zip		
The lessee has not paid	d rent on the property since	and therefore, is delinquent in the	
amount of \$	The lessee is obligated to pay	/month by the 1 st or no later than the	!
	of each month and late fees of \$ or late fees (court costs are not eligible fo	/month. As of this date, lessee or payment) for the following months:	has
this lease period, as lar on behalf of eligible ind	ndlord, I am responsible for returning fund	Section 8 housing assistance, at any time duds received. Rental assistance cannot be made if time and for the same cost types that are rogram. Return funds to:	_
Title 18, Section 1001		ue and correct to the best of my knowledge uilty of a felony for knowingly and willingly be United States Government.	
Lessor Signature and d	ate	Title	
Printed Name		Telephone Number	
A copy of the lease ag	reement must be attached.		
		164 P a	age

Employment Verification

The individual named below is an applicant of a housing program that requires verification of income. The information provided will remain confidential and will be used for housing purposes only. Your prompt response is crucial and greatly appreciated.

THIS SECTION TO BE COMPLETED BY APPLICANT
TO: (Name & address of employer)
Name:
Street:
City, State, Zip Code:
RE:
Applicant Name /Social Security Number (last 4 digits only)
I hereby authorize release of my employment information:
Signature of Applicant Date
Return to:
Name:
Street:
City, State, Zip Code:
THIS SECTION TO BE COMPLETED BY EMPLOYER
Employee Name: Job Title:
Presently Employed: Please select one Date first employed:
If no, last date of employment:
Employee paid (circle one): hourly wages or salaried
a) If hourly wage, what is rate of pay \$per hour? Average # of hours per week?
b) If salaried employee, what is monthly or yearly pay? \$(indicate per month or year)
What is the frequency of pay (circle one): Please select one
Year-to-date earnings: \$through
List any anticipated change in the employee's rate of pay within the next 12 months:Effective date:
If the employee's work is seasonal or sporadic, please indicate the layoff period(s):
Additional remarks:

Employee's Signature		Employee's Printed Name/Title	Date
 Employer's Signature/Title		Employer (Company) Name and Address	
Phone #:	 Fax #:	E-Mail	

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



Rental Assistance Agreement

Mississippi Home Corporation has received funding from the U. S. Department of Housing and Urban Development (HUD) for the specific purpose of providing rapid rehousing and homelessness prevention rental assistance to program participant(s). MHC has sub- awarded ESG funds to the following non-profit service agency to disburse the assistance.

This rental assistance agreement is being provided o	n behalf of the follo	wing individual or head of house	ehold:
Program Participant:			
Address:		-	
Unit number:			_
Name of apartment complex: Na	me of landlord:	-	
Monthly rent for this unit is: Payment is due on after the day of the month will receiving ESG funds is solely responsible for paying	Il be assessed a late in late fees incurred w	fee in the amount of vith non-ESG funds.	*Agency
Term of Agreement (dates): Fromlandlord/owner may not raise tenant rent.	To	, during this initial term t	the
During the term of the agreement, the owner/land program participant (tenant) to vacate the housing commence an eviction action against the program po	ng unit, or any com	plaint used under state or loca	
Typed/Printed Name of landlord/owner:			
Landlord/owner signature:			
Typed/Printed Name of agency representative	e:		
Representative signature:			
This rental assistance agreement does not take	the place		

Rent Reasonableness

	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 FMR
	\$.
В.	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:

	NSDIRE HOV/DRV INSDECTION CHECKIIS		٦		
		Address	of Unit:		
PHA:					
Family Identifier:		Owner:			
Any children under	Any children under 6 reside or expected to reside in the unit? (Y/N):	Owner C	ontact Information:	ormation:	
Inspector:		Housing	Туре:		
Date of Inspection:		Year Con	Year Constructed:		
Type of Inspection:		Number	of Bedrooms:	ms:	
Summary Decision	Summary Decision on Unit (Pass/Fail):	Health & S	Health & Safety Designation	ation	Correction Timeframe (P/F)
		Ц			Life-Threatening - 24 Hours (Fail)
		S			Severe - 30 Days (Fail)
	*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule	M			Moderate - 30 Days (Fail)
	Mark all that apply:	١			Low - N/A (Pass)
Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Address and Signage	Address, signage, or building identification codes are broken, illegible, or not visible.			M	
	Only 1 bathtub or shower is present and it is inoperable or does not drain.	S 🗆	נם		
	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational	M	נם		
Bathtub and Shower	Bathtub component or shower component is damaged, inoperable, or missing such that it may limit the	S			
	Rathtub component or shower component is damaged, inonerable, or missing and it does not limit the				
	resident's ability to maintain personal hygiene.	[
	Bathtub or shower cannot be used in private.*	* M	<u>×</u>		
Cahinat and Storage	Food storage space is not present.*	* 			
capillet alla stolage	Storage component is damaged, inoperable, or missing.	<u>s</u>	ר 🗆		
Call Ear-Aid Suctam	System is blocked, or pull cord is higher than 6 inches off the floor.	цП	u 🗆		
Call-roi-Aid System	System does not function properly.	נד	וום		
	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.*	נד			
Carbon Monoxide	Carbon monoxide alarm is obstructed.	LT	LT 🗆		
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	ιτ□	וום		
	Ceiling has an unstable surface.	M	M		
Ceiling	Ceiling has a hole.	<u>N</u>	<u>×</u>		
	Ceiling component(s) is not functionally adequate.	S 🗆	S		
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	uП	цП	uП	
	Chimney exhibits signs of structural failure.			נדם	

		Door - General					DOOI - FIIE								Door - Entry								Cooking Appliance					Ventilation	Clothes Dryer Exhaust			Area
An exterior door component is damaged, inoperable, or missing.	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.	A passage door does not open.	Fire labeled door is missing.	Fire labeled door cannot be secured.	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	Fire labeled door seal or gasket is damaged or missing.	Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be compromised.	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that the door does not self-close and latch.	Fire labeled door does not open.	Entry door cannot be secured.	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infestation.	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	Entry door frame, threshold, or trim is damaged or missing.	Entry door surface is delaminated or separated.	Entry door is missing.	Hole, split, or crack that penetrates completely through entry door.	Entry door self-closing mechanism is damaged, inoperable, or missing.	Entry door will not close.	Entry door will not open.	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	A microwave is the primary cooking appliance and it is damaged.	Primary cooking appliance is missing.*	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.	Cooking range, cooktop, or oven does not ignite or produce heat.	Exterior dryer vent cover, cap, or a component thereof is missing.	Gas dryer exhaust ventilation system has restricted airflow.	Dryer transition duct is constructed of unsuitable material.	Electric dryer exhaust ventilation system has restricted airflow.	Gas dryer transition duct is detached or missing.	Electric dryer transition duct is detached or missing.	Deficiency Description
	_		<u>×</u>	נדם	S 🗆	S 🗆	s 🗆	S	S 🗆	S	s 🗆	נם	<u>N</u>	N D	M	נד□	M	s 🗆	S	<u>X</u>	M	S \square	* 	ĭ □	S		נד□	נד□	נדם	נד□	נד□	Unit
		נ	<u>×</u>	LT 🗆	M	S	S \square	S 🗆	S 🗆	S 🗆	<u>z</u>	נם	<u>×</u>	M	M	S 🗆	M	Z	<u>≼</u>	<u>z</u>	M			<u>×</u>	L 🗆		נד	וד 🗆	נדם	ιτ□	LT	Inside
N																										ר 🗆	ודם		ונם			Outside
																																Outside Inspector Comments

L																																		
	Food Preparation		Floor		Flammable and Combustible Item			Fire Extinguisher		Fire Escape		Fence and Gate		Exit Sign		Elevator	Elocator			Panel			Electrical - GFCI/AFCI			Court, and Switch	Outlet and Switch	The state of Conductors			Egress		Drain	Area
Food preparation area is damaged or is not functionally adequate.	Food preparation area is not present.*	Floor component(s) is not functionally adequate.	Floor substrate is exposed.	Improperly stored chemicals.	COMTORT OF A THEI-DURNING WATER NEATHER. OR	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal	Fire extinguisher is damaged or missing.	Fire extinguisher service tag is missing, illegible, or expired.	Fire extinguisher pressure gauge reads over or under-charged.	Fire escape component is damaged or missing.	Fence demonstrates signs of collapse.	Gate does not open, close, latch, or lock.	Fence component is missing.	Exit sign is damaged, missing, obstructed, or not adequately illuminated.	Safety edge device has malfunctioned or is inoperable.	Elevator cab is not level with the floor.	Elevator door does not fully open and close.	Elevator is inoperable.	The overcurrent protection device is contaminated.	The overcurrent protection device is damaged.	Electrical service panel is not readily accessible.	An unprotected outlet is present within six feet of a water source.*	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	Water is currently in contact with an electrical conductor.	Exposed electrical conductor.	Outlet does not have visible damage and testing indicates it is not energized.	Testing indicates a three-pronged outlet is not properly wired or grounded.	Outlet or switch is damaged.	Fire escape access is obstructed.	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	Obstructed means of egress.	Drain is fully blocked.	Deficiency Description
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				Infestation										HVAC								Handrail			Guardrail		Odlage Dool	Garage Door			Foundation			Area
Evidence of other pests.	Extensive rat infestation.	Evidence of rats.	Extensive mouse infestation.	Evidence of mice.	Extensive bedbug infestation.	Evidence of bedbugs.	Extensive cockroach infestation.	Evidence of cockroaches.	source is inoperable.	connected, damaged, or missing. The inspection data is on or between October 1 and March 21 and the permanently installed heating.	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	Heating system or device safety shield is damaged or missing.	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	Unvented space heater that burns gas, oil, or kerosene is present.*	Air conditioning system or device is not operational.	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	source is not working or the permanently installed neating source is working and the interior temperature is below 64 degrees Fahrenheit.*	The inspection date is on or between October 1 and March 31 and the permanently installed heating	Handrail is not installed where required.	Handrail is not functionally adequate.	Handrail is not secure.	Handrail is missing.	Guardrail is not functionally adequate.	Guardrail is missing or not installed.*	Grab bar is not secure.	Garage door does not open, close, or remain open or closed.	Garage door has a hole.	Foundation vent cover is missing or damaged.	Foundation support post, column, beam, or girder is damaged.	Foundation is infiltrated by water.	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	Foundation is cracked.	Deficiency Description
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	Refrigerator		Driveways	Private Roads and		Assessment	Potential Lead-Based Paint Hazards - Visual		0.00	Parking Lot		INIOIG-LINE SUBStallice	Mold-Libe Substance		Minimum Electrical and Lighting	Litter		Lighting - Interior		Lighting - Exterior	Lighting - Auxiliary		Leak - Water			reak - Sewage	Took Source		Leak - Gas/Oil	Area
Refrigerator is missing.*	Refrigerator component is damaged such that it impacts functionality.	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.	Road or driveway access to the property is blocked or impassable for vehicles.	Paint Outside on a target property is deteriorated — above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	Paint Outside on a target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	Parking lot has ponding.	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.	Elevated moisture level.	Presence of mold-like substance at extremely high levels is observed visually.	Presence of mold-like substance at high levels is observed visually.	Presence of mold-like substance at moderate levels is observed visually.	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	Litter is accumulated in an undesignated area.	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom. *	A permanently installed light fixture is not secure.	A permanently installed light fixture is inoperable.	A permanently installed light fixture is damaged, inoperable, missing, or not secure.	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.	Fluid is leaking from the sprinkler assembly.	Plumbing leak.	Environmental water intrusion.	Cleanout cap or riser is damaged.	Cap to the cleanout or pump cover is detached or missing.	Leak in sewage system.	Blocked sewage system.	Natural gas, propane, or oil leak.	Deficiency Description L
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Structure	Steps and Stairs	Stalls	odic43			Sprinkler Assembly			Smoke Alarm			Site Drainage					Sink				Ramp	Sidewalk, Walkway,	Sharp Edges			NOO! ASSETTIVITY	Roof Assembly			vergiiii 8 vvaii	Dataining Wall	Area
Structural system exhibits signs of serious failure.	Step or stair is not functionally adequate.	Stringer is damaged.	Tread is missing or damaged.	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	Sprinkler assembly has evidence of corrosion.	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	Smoke alarm does not produce an audio or visual alarm when tested.	Smoke alarm is obstructed.	Smoke alarm is not installed where required.*	Grate is not secure or does not cover the site drainage system's collection point.	Erosion is present.	Water runoff is unable to flow through the site drainage system.	Sink is missing or not installed within the primary kitchen.*	Cannot activate or deactivate hot and cold water.*	Sink component is damaged or missing and the sink is functionally adequate.	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	Sink is not draining.	Water is directed outside of the basin.	Sink or sink component is damaged or missing and the sink is not functionally adequate.	Sidewalk, walkway, or ramp is not functionally adequate.	Sidewalk, walkway, or ramp is blocked or impassable.	A sharp edge that can result in a cut or puncture hazard is present.	Roof assembly is damaged.	Roof assembly has a hole.	Substrate is exposed.	Roof surface has standing water.	Gutter component is damaged, missing, or unfixed.	Restricted flow of water from a roof drain, gutter, or downspout.	Retaining wall is partially or completely collapsed.	Retaining wall is leaning away from the fill side.	Deficiency Description
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	Wildow	Window				Water Heater				Wall - Illtellol	Wall - Interior			Wall - Exterior			ACTIVIDATO	Ventilation		Trip Hazard	II asii ciidic	Track Chuta				Toilet					Area
Window component is damaged or missing and the window is not functionally adequate.	Window will not close.	Window cannot be secured.	Window will not open or stay open.	Gas shutoff valve is damaged, missing, or not installed.	Chimney or flue piping is blocked, misaligned, or missing.	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from waste receptor flood-level.	No hot water.	is damaged, capped, has an upward slope, or is constructed of unsuitable material.	are cumulatively greater than 6 inches by 6 inches.	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that	Interior wall component(s) is not functionally adequate.	Interior wall has a loose or detached surface covering.	Exterior wall component(s) is not functionally adequate.	Exterior wall has peeling paint of 10 square feet or more.	Exterior wall covering has missing sections of at least 1 square foot per wall.	Bathroom does not have proper ventilation or dehumidification.	Exhaust system component is damaged or missing.	Exhaust system has restricted airflow.	Exhaust system does not respond to the control switch.	Trip hazard on walking surface.	Chute is clogged.	Chute door does not open or self-close and latch.	Toilet cannot be used in private.*	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to discharge human waste.	Toilet is not secured at the base.	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely discharge human waste.	A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational.	Only 1 toilet was installed, and it is damaged or inoperable.	A toilet is missing and at least 1 toilet is installed elsewhere that is operational.	Only 1 toilet was installed, and it is missing.	Deficiency Description
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The housing authority or owner is responsible for compliance with the HUD NSPIRE Standards per the NSPIRE Final Rule (88 FR 30442) and accompanying Federal Register Notices (88 FR 40832, 88 FR 66882). Note: This checklist is not a standards form and is not required for use. The form or its data should not be submitted to HUD, and will not be collected or maintained by HUD. No PII data should be submitted, nor will it be collected.

ESG Lead Screening Worksheet

About this Tool

The ESG Lead Screening Worksheet is intended to guide grantees through the lead-based paint inspection process to ensure compliance with the rule. ESG staff can use this worksheet to document any exemptions that may apply, whether any potential hazards have been identified, and if safe work practices and clearance are required and used. A copy of the completed worksheet along with any additional

INSTRUCTIONS

To prevent lead-poisoning in young children, ESG grantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R. Under certain circumstances, a visual assessment of the unit is not required. This screening worksheet will help program staff determine whether a unit is subject to a visual assessment, and if so, how to proceed. A copy of the completed worksheet along with any related documentation should be kept in each grantee or program participant's file.

Note: ALL pre-1978 properties are subject to the disclosure requirements outlined in 24 CFR 35, Part A, regardless of whether they are exempt from the visual assessment requirements.

PART 1: DETERMINE WHETHER THE UNIT IS SUBJECT TO A VISUAL ASSESSMENT

If the answer to one or both of the following questions is 'no,' a visual assessment is <u>not</u> triggered for this unit and no further action is required at this time. Place this screening worksheet and related documentation in the program participant's file.

If the answer to both of these questions is 'yes,' then a visual assessment is triggered for this unit and program staff should continue to Part 2.

1.	vas the leased property constructed before1978?
	Yes
	No
2.	Vill a child under the age of six be living in the unit occupied by the household receiving ESG assistance?
	Yes
	No

PART 2: DOCUMENT ADDITIONAL EXEMPTIONS

If the answer to any of the following questions is 'yes,' the property is exempt from the visual assessment requirement and no further action is needed at this point. Place this screening sheet and supporting documentation for each exemption in the program participant's file.

If the answer to all of these questions is 'no,' then continue to Part 3 to determine whether deteriorated paint is present.

1.	Is it	a zero-bedroom or SRO-sized unit?
		Yes
		No
2.		X-ray or laboratory testing of all painted surfaces by certified personnel been conducted in ordance with HUD regulations and the unit is officially certified to not contain lead-based nt?
[Yes
[No
3.		this property had all lead-based paint identified and removed in accordance with HUD ulations?
		Yes
	Ш	No
4.	unc	the client receiving Federal assistance from another program, where the unit has already dergone (and passed) a visual assessment within the past 12 months (e.g., if the client has a tion 8 voucher and is receiving ESG assistance for a security deposit or arrears)?
		Yes (Obtain documentation for the case file.) No
5.		es the property meet any of the other exemptions described in 24 CFR Part 35.115(a). Yes
		No
	Ple	ase describe the exemption and provide appropriate documentation of the exemption.

PART 3: DETERMINE THE PRESENCE OF DETERIORATED PAINT

To determine whether there are any identified problems with paint surfaces, program staff should conduct a visual assessment prior to providing HPRP financial assistance to the unit as outlined in the

following training on HUD's website at:

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

If no problems with paint surfaces are identified during the visual assessment, then no further action is required at this time. Place this screening sheet and certification form (Attachment A) in the program participant's file.

If any problems with paint surfaces are identified during the visual assessment, then continue to Part 4 to determine whether safe work practices and clearance are required.

1. Has a visual assessment of the unit been conducted?
Yes
□ No
2. Were any problems with paint surfaces identified in the unit during the visual assessment?
Yes
No (Complete Attachment A – Lead-Based Paint Visual Assessment Certification Form)
PART 4: DOCUMENT THE LEVEL OF IDENTIFIED PROBLEMS
All deteriorated paint identified during the visual assessment must be repaired prior to clearing the unit for assistance. However, if the area of paint to be stabilized exceeds the de minimus levels (defined below), the use of lead safe work practices and clearance is required.
If deteriorating paint exists but the area of paint to be stabilized does not exceed these levels, then the paint must be repaired prior to clearing the unit for assistance, but safe work practices and clearance are not required.
1. Does the area of paint to be stabilized exceed any of the de minimus levels below?
• 20 square feet on exterior surfaces Yes No
• 2 square feet in any one interior room or space Yes No
• 10 percent of the total surface area on an interior or exterior component with a small surface area, like windowsills, baseboards, and trim Yes No
If <i>any</i> of the above are 'yes,' then safe work practices and clearance are required prior to clearing the unit for assistance.

PART 5: CONFIRM ALL IDENTIFIED DETERIORATED PAINT HAS BEEN STABILIZED

Program staff should work with property owners/managers to ensure that all deteriorated paint identified during the visual assessment has been stabilized. If the area of paint to be stabilized does not exceed the de minimus level, safe work practices and a clearance exam are not required (though safe work practices are always recommended). In these cases, the ESG program staff should confirm that the identified deteriorated paint has been repaired by conducting a follow-up assessment.

If the area of paint to be stabilized exceeds the de minimus level, program staff should ensure that the clearance inspection is conducted by an independent certified lead professional. A certified lead professional may go by various titles, including a certified paint inspector, risk assessor, or sampling/clearance technician. Note, the clearance inspection cannot be conducted by the same firm that is repairing the deteriorated paint.

Has a follow-up visual assessment of the unit been conducted?
Yes
□ No
2. Have all identified problems with the paint surfaces been repaired?
Yes
☐ No
3. Were all identified problems with paint surfaces repaired using safe work practices?
Yes
☐ No
Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.
4. Was a clearance exam conducted by an independent, certified lead professional?
Yes
☐ No
Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.
5. Did the unit pass the clearance exam?
Yes
☐ No
Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.

Note: A copy of the clearance report should be placed in the program participant's file.

ATTACHMENT 1: LEAD-BASED PAINT VISUAL ASSESSMENT CERTIFICATION TEMPLATE

l,		, certify the following:				
	(Print name)					
•	I have completed HUD's online visual assessor.	assessme	nt training and	am a HUD-c	ertified visual	
•	I conducted a visual assessment at				_on	
		(Prop	erty address and	unit number)		
	(Date of Assessment)					
•	No problems with paint surfaces were	identified	in the unit or i	n the building	g's common areas	
(Signate	ure)					
(Date)						
Client Nan	ne <u>:</u>		-			
Case Num	ıber:					
2350 110111			•			

Termination of Assistance Notice

1.	Your application for financial assistance for the Emergency Solutions Grant Program (ESG) has been denied. Eligibility to participate in this program cannot be determined						
	because of your failure to provide the following document(s):						
2.	Your participation in ESG has been terminated, because the following reason(s):						
e Reas	on for Termination						
	Your assistance is terminated as of						
	Program Applicant/Participant Responsibility						
	have the right to an appeal if you feel this decision was made in error. To appeal you must ow the process as indicated below:						
	Present the reason(s) why you feel the decision was in error, either verbally or in writing, to the assigned case manager within three (3) business days of the notice of termination. If the case manager cannot or will not reassess the decision, then						
	Present the reason why you feel the decision was in error, either verbally or in writing, to the manager in charge within five (5) business days. The decision of the manager in charge will be the final decision.						
	ESG Agency Responsibility						
1.	Document the specific reason that the program applicant/participant has been denied or terminated from participation in ESG.						
	Notify Mississippi Home Corporation (MHC), in writing, of the termination and program applicant/participant's request for an appeal and the eventual outcome of the appeal process.						
App	licant/Participant Date Case Manager Date						

Assistance Checklist

Participant Name:	
Contract Number:	

To be completed for each Program Participant

	YES	NO	N/A
1. Is Rapid Rehousing Assistance provided?			
2. Is Homeless Prevention Assistance provided?			
3. Has "But For" documentation been obtained?			
4. Provide an explanation of "But For":			
5. Has ESG application been completed and signed by applicant and case manager?			
6. Does the client have documented source of income?			
7. For Homeless Prevention Assistance is the income at or below 30% AMI?			
8. Does the client have a valid lease agreement signed between			
landlord and tenant?			
9. Is the rent current?			
If not, how many months in arrears?How much?			
10. Is there an eviction notice signed by the landlord provided?			
11. Has the Affidavit of Arrears signed by the landlord been provided?			
12. Has the case manager completed the entrance interview?			
13. Have Habitability Standards been determined?			
14. Has Rent Reasonableness been documented appropriately?			
15. Has Lead Based Paint been documented?			
16. Has the Rental Assistance Agreement been signed by the landlord and provider?			

Signatures: Case Manager/Executive Director	Date
Case Manager	
Contact Number:	

^{*}If assistance has been provided and all documentation not obtained, then your agency may be responsible for repayment of funds.

[Insert Name of Housing Provider¹]

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that [insert name of program or rental assistance] is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants

If you otherwise qualify for assistance under [insert name of program or rental assistance], you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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RFC PROGRAM BULLETIN #24-001

TO: Federal Grants Subrecipients

FROM: Tamara Stewart, MHC

SUBJECT: Request For Cash NEW process

EFFECTIVE DATE: December 22, 2023

Mississippi Home Corporation (MHC) is the state of Mississippi receipt of the Emergency Solutions Grant (ESG) funds and Housing Opportunity for Person with AIDS (HOPWA) funds and is responsible for the distribution and management of these funds ensuring that funds are used in accordance with the State Plan, Federal Regulations, and are reasonable and appropriate.

This bulletin will outline the new requirements for successfully completing a Request for Cash (RFC) form and receiving reimbursement.

Request for Cash Type

- Agencies providing Rapid Rehousing and/or Homeless Prevention services must submit separate RFCs for staff and admin, and clients and services.
- For example:
 - All client related requests for RRH/ HP including Rent and Financial Assistance Cost must be submitted on an RFC separately from staff related request which includes Serve cost under RRH/HP.

Cover Page/Memo

- Agencies must provide a cover page on agencies letterhead summarizing the Request For Cash (RFC) being submitted.
 - See sample memo.

Request for Cash Form

Tab #1 Request For Cash

- Section A: General Information
- Section B: Project Information
- Section C: Request per Activity
 - NEW Units of Services
 - The total number of clients receiving services for "This Request".
 - If the request is admin and staff only, no units of services should be provided.
- Required Accomplishment Narrative must be completed.
 - Example: accomplishments during the RFC service time.
 - Example: total number of clients served during the reported period.

Tab #2 Consolidated Support

- IDIS # & HMIS #
- The activity number assigned based on the Request for Cash form.
- For participants receiving assistance, please submit only the HMIS ID number associated with the participant not the name.
- Vendor: Who is receiving payment?
- CAPER Category (dropdown box): Select the CAPER category that matches the expense.
 - How to categorize charges will be defined below.
- Invoice Date: date on invoice
- Invoice or Check Number
- NEW Date Expense Started, and Date Expense Ended is the date service range.
- Total Invoice: The total amount on the bill
- Amount requested: The total amount to be reimbursed by the grant.
- NEW Appendix: must be labeled A-Z, AA-AZ...
 - Supporting documentation for all request must be provided.
 - Each requested line must be including appropriate appendix and supporting documents

- If you are using multiple grants and your requested amount is different than the invoice amount, a typed explanation and breakdown must be included in the appendix.
 - Handwritten breakdown and explanations on the invoice will not be accepted.
- Amount Budgeted: The total amount on last approved budget.
- Amount Requested to date: The top line ONLY MUST BE UPDATED on EACH RFC.

MATCH 24 CFR 576.201

- ESG requires a dollar-for-dollar MATCH.
- Eligible types of MATCH:
 - Cash contributions
 - Noncash contributions
 - o Program Income

Tab #3 Financial Summary Report (CAPER)

CAPER breakdown based on the RFC being requested.

Tab #4 Cumulative Financial Report (CAPER)

- Runs a cumulative tab of all the RFCs requester for a final CAPER.
- Must be updated at the end of each RFC request.
- Once updated, corrections cannot be made. Save a copy before updating and rename the new Cum Caper.
- CAPERs must be submitted with each RFC.

CAPER Categories/ESG Components 24 CFR 576

1) Street Outreach:

a. Essential Services: Engagement, Case Management, Transportation, Emergency Outpatient Healthcare Services

2) Emergency Shelter:

- a. Essential Services: Case Management (including case management overhead), Education Services, Employment & Job Training, Outpatient Health Services, Legal Services, Live Skills, Mental Health Outpatient Services, Outpatient Substance Abuse Services, Transportation.
- b. Shelter Operations: Cost of maintenance, rent, security, fuel, equipment, insurance, utilities, food, furnishings, supplies, hotel motel vouchers.
- **3) Homeless Prevention:** Can provide short- and/or medium-term rental assistance and housing relocation and stabilization services (financial assistance and service costs) designed to prevent an at-risk individual or family from moving into an emergency shelter or living in a place not meant for human habitation.
 - a. Financial Assistance Cost: Cost incurred by providing direct services to applicants. Rent application fee, Security deposits, Last months rent, Utility deposits, Utility payments, Moving cost,
 - b. **Rental Assistance:** May be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.
 - i. Types of rental assistance: Tenant-Based or Project Based.

c. Service Cost:

- Housing search and placement: housing assessment,, development of housing location plan, housing search, landlord negotiation, assistance with understanding a lease and rental application, assistance with housing compliance including inspections (habitability and lead), and rent reasonableness, assistance with utility connection, tenant counseling
- ii. Housing stability case management: Eligibility documentation, Using CES, Counseling, Coordinating services and obtaining Federal/State/Local benefits, Developing a service Plan, monitoring participants progress, re-evaluations
- iii. Mediation
- iv. Legal Services
- v. Credit Counseling
- **4) Rapid Rehousing:** Can provide short- and/or medium-term rental assistance and housing relocation and stabilization services (financial assistance and service costs) designed to quickly move homeless individuals and families from emergency shelter or places not meant for human habitation into permanent housing.
 - a. **Financial Assistance Cost:** Cost incurred by providing direct services to applicants. Rent application fee, Deposits, Last months rent, Utility payments, Moving cost,
 - b. **Rental Assistance:** May be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.
 - i. Types of rental assistance: Tenant-Based or Project Based.
 - c. Service Cost:

- Housing search and placement: housing assessment, development of housing location plan, housing search, landlord negotiation, assistance with understanding a lease and rental application, assistance with housing compliance including inspections (habitability and lead), and rent reasonableness, assistance with utility connection, tenant counseling
- ii. Housing stability case management: Eligibility documentation, Using CES, Counseling, Coordinating services and obtaining Federal/State/Local benefits, Developing a service Plan, monitoring participants progress, re-evaluations
- iii. Mediation
- iv. Legal Services
- v. Credit Counseling
- **5) HMIS:** Can pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
 - a. Purchasing or leasing computer hardware;
 - b. Purchasing software or software licenses;
 - c. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
 - d. Obtaining technical support;
 - e. Leasing office space for HMIS;
 - f. Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
 - g. Paying salaries for operating HMIS, including:
 - Completing data entry;
 - ii. Monitoring and reviewing data quality;
 - iii. Completing data analysis;
 - iv. Reporting to the HMIS Lead;
 - v. Training staff on using the HMIS or comparable database; and
 - vi. Implementing and complying with HMIS requirements
 - h. If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - i. *General restrictions.* Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

Employee Compensation and Staff Expenses (FAQ 1838)

Employee compensation (including fringe benefits such as holiday, vacation, sick leave) and other overhead costs directly related to carrying out activities eligible under an ESG component are eligible costs under that component (see 24 CFR § 576.100(d)). Determining how these staff costs should be allocated will depend on the type of assistance being provided to the program participant.

- To allocate these costs, first determine the program component under which these costs fall; then allocate the costs to an activity within the component. For example, staff time expended on processing checks for utility payments for program participants could be eligible under the rapid re-housing component or the homelessness prevention component; the activity would be housing relocation and stabilization services.
- For the salaries and related costs of staff that are not fully dedicated to a particular component, costs should be reimbursed in proportion to the actual hours worked on each ESG component. A staff position that is not fully dedicated to ESG cannot be paid solely through.
 - o For example, if an accountant spends 100 percent of his/her time tracking rental assistance or security deposits for homelessness prevention activities, then paying for this time is allowable under the homelessness prevention component because the accountant's time is only spent working on a single component. Alternatively, the cost for an accountant to process checks for both the homelessness prevention and rapid rehousing components must be pro-rated by each component.
- Other overhead costs, such as rent for office space, photocopier costs, and lighting and utilities
 for an office, could be eligible either as a direct cost charged to one or more components,
 depending on the activities delivered by that office, or could be charged as an indirect cost if
 part of an indirect cost allocation plan.
- Staff time can be tracked directly to the program component or by other reasonable methodologies that can realistically estimate the actual time spent across ESG components. For example, a percentage.
- All staff receiving reimbursement must submit appropriate timesheets (signed and approved) and pay stubs.

Indirect Cost Billing

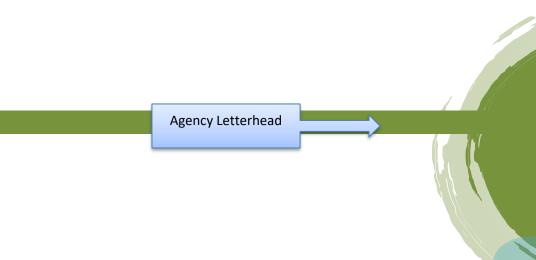
The indirect cost rate must reflect the Federal Negotiated Rate or the de minimis rate. Agencies approved indirect rate must be submitted with their contract at the beginning of the grant year.

It is recommended to bill the indirect costs under each approved activity type (e.g., Emergency Shelter Essential Services, Rapid Re-Housing (RRH) Housing Relocation and Stabilization Services, etc.). Indirect costs should be included **each time** the subrecipient bills for direct costs. Please see the <u>CoC and ESG Indirect Cost Toolkit</u> for more information.

Will not be accepted:

RFCs will not be accepted:

- 1) If the RFC is not completed
- 2) If RFC is not in chronological order
- 3) If supporting documentation is not labeled in the appendix
- 4) A handwritten breakdown of cost will not be accepted.
- 5) If ESG required match is not provided.
- 6) If supporting documentation is missing.
- 7) If documentation needing signature is not signed appropriately.
- 8) If RRH/HP service cost are on the same RFC as client cost (rent and financial assistance)
- 9) If expenses are charged to the wrong ESG activity
- 10) If ineligible costs are included in the RFC
- 11) If the RFC approval date is before the RFC service date.
- 12) If the RFC includes expenditures over 60 days old.
- 13) If the dates on the RFC do not reflect the service dates
- 14) If the RFC is for an advance payment (IDIS cannot process advances)



Memo

To: Mississippi Home Corporation

From: Agency's Name

Date: Submission Date

Grant: _____

Ref: RFC#

The attached RFC # ____ is for reimbursement of services provided from Date to Date. Services provided includes Staff cost/Services related to the carrying out of Shelter, RRH, HP, Street Outreach, and/or HMIS activities. During the RFC period, # clients were served. Identify ESG

Type of RFC:

Financial Assistance, Rent.

Name

Sincerely,

Title

category.



Client Services Documentation Checklist

- 1. ESG Assistance Checklist
- 2. Application
- 3. "But-For" Criteria (Narrative)
- 4. Income Verification
- 5. Asset Verification
- 6. Lease Agreement
- 7. Eviction Notice (Homeless Prevention Only)
- 8. Affidavit of Arrears (Homeless Prevention Only)
- 9. Rental Payment Ledger (Homeless Prevention Only)
- 10. Rental Assistance Agreement
- 11. Rent Reasonableness Checklist
- 12. NSPIRE Inspection Checklist
- 13. Lead-Based Paint Checklist
- 14. Termination of Assistance Agreement
- 15. Homeless Verification (category 1 or 4)
- 16. Documentation to support "Imminent Risk of Homelessness"
- 17. Cancelled Checks (front and back)
- 18. Continued Assistance form (with Housing Service Plan)



Staff and Overhead Cost Documentation Checklist

Employee compensation and overhead cost directly related to carrying out activities eligible under an ESG component are eligible cost under that component. 24 CFR 576.100(d)

- 1. Job Description for staff charged to the grant (submit once)
- 2. Timesheets (signed and charged to appropriate component)
- 3. Staff Activity Logs (activities lineup with ESG component)
- 4. Staff Time breakdown across multiple grants (if appropriate)
- 5. Pay stubs
- 6. Fringe benefits documentation
- 7. Invoices for work related staff supplies
- 8. Lease Agreement for office and/or shelter space (submit once)
- 9. Approved Indirect Costs Rate (submit once)
- 10. Milage form (signed) and verification of payment
- 11. HMIS or comparable database invoice and verification of payment

Continued Assistance Request Form							
		_					
Date:							
Grantee (Legal Name):	Grantee (Legal Name):						
Analisant ID #/waiting list # 9	S LIANCEN.						
Applicant ID # (waiting list # &	k HMIS#):						
Applicant (Head of Household	d Name):						
Program(s): (Select all that apply.)	ESG HOPWA HOME-AI HOME-AI CHOICE		Suppo	rtive Service Activity			
Applicant's Program Start Dat	te:	Ap	plicant's Expe	cted Program End Dat	e:		
		Purpose of Reques	it				
Briefly explain the reason for c	continued assistance.						
	Pı	rogram Eligibility Requir	ements 2				
Describe applicant qualify for		Does the applicant		assistance?			
Does the applicant qualify for QP 1 QP 3 QP 2 QP 4 Does the applicant qualify for		RRH (Homeles	ss at intake)	(HP (At Risk of h	omelessness)		
Yes No		Yes	☐ No				
	н	lousing Eligibility Requir	ements 🛚				
Verify that the housing unit m		·	,	☐ Carbon Monoxi	: Ja		
HQS Inspection	☐ FMR Requirements	_		_			
Rent Reasonableness	□ VAWA	☐ Signed Lease		Smoke Detecto	r(s)		
Identify the month assistance	e is heing requested:	Continuing Assistant Not including this reques		onths of			
-	e is being requested.	assistance were provide	-	011113 01	Total Months		
					1		
least the required for	tid assistance2	Reevaluation Requirem	nents?				
Is recertification required for Reevaluation Time:		∐ Yes ∐ No					
☐ TBRA & RRH:	Every 12 months			HP: Every 3 months			
The household agrees to work	on the following goals to e	Housing Stability Pl ensure a stable housing out				5 acted	
_	pals	Action			Start Date	Expected End Date	
Goal #1							
Goal #2							
Goal #3							
Goal #4							