

City of Springfield

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# *Policies and Procedures Manual*

For the HOME-ARP Program

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# HOME-ARP Policies and Procedures

City of Springfield

## Purpose

On March 11, 2021, President Biden signed into law The American Rescue Plan {ARP} Act of 2021. The Act provides a special \$5 billion appropriation of the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program {HOME} funds to alleviate homelessness and housing instability in the aftermath of the COVID-19 Pandemic. These special, one-time funds are known as HOME-ARP funds.

The federal notice outlining the specific provisions of the HOME-ARP Program is [HUD CPD Notice 21-10](#), "Requirements for the Use of Funds in the HOME-ARP Program." The purpose of these funds is to address the needs of households experiencing homelessness and other housing that face housing instability.

The City of Springfield received \$2,380,397 in these special HOME-ARP funds. This is one-time funding determined by formula. The City may use the funds for a limited number of eligible activities, including:

- Operating expenses, Administrative and Planning
- Tenant-based Rental Assistance {TBRA}
- Supportive services
- Capacity Building

HOME-ARP funded activities must benefit specific [qualifying populations {QPs}](#).

Additional allowed uses for HOME-ARP include the following, which are capped at specific levels.

- Non-profit operating and capacity building assistance {5% cap for each}
- Administrative and planning costs for HOME-ARP {15% cap}

As outlined in the City of Springfield's HOME-ARP Allocation Plan, the City has allocated the HOME-ARP funds toward supportive services, non-profit assistance/capacity building for nonprofit organizations that will carry out activities with HOME-ARP funds and administrative and planning costs.

**Period of Performance:** The period of performance for HOME-ARP grants begins on September 30, 2021 which is the date of the HUD Authorized Official's signature specified on the HOME-ARP Grant Agreement. The period of performance for HOME-ARP grants ends on September 30, 2030. All HOME-ARP funds must be expended by September 30, 2030.

The City of Springfield's Office of Planning and Economic Development, Housing Division will administer, implement, and monitor the HOME-ARP program. In this role, the Housing Division has developed the following policies and procedures that must be followed by program staff, partners, subrecipient or contractors, and/or service providers to ensure that the program operates effectively, efficiently, and in compliance with all applicable regulations and guidelines.

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## HOME-ARP Qualifying Populations

HOME-ARP funded activities must benefit the **four specific qualifying populations (QPs)**. Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria {e.g., additional income criteria}.

All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities use the annual income definition in [24 CFR 5.609](#) in accordance with the requirements of [24 CFR 92.203{a}{1}](#).

QP1: Homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3):

{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;

QP2: At risk of Homelessness, as defined in 24 CFR 91.5

{1} An individual or family who:

- {i} Has an annual income below 30 percent of median family income for the area, as determined by HUD;

{ii} Does not have sufficient resources or support networks, e.g., family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph {1} of the "Homeless" definition in this section; and

{iii} Meets one of the following conditions:

{A} Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

{B} Is living in the home of another because of economic hardship;

{C} Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

{D} Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

{E} Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

{F} Is exiting a publicly funded institution, or system of care {such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution}; or

{G} Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

{2} A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387{3} of the Runaway and Homeless Youth Act {42 U.S.C. 5732a{3}}, section 637{11} of the Head Start Act {42 U.S.C. 9832{11}}, section 41403{6} of the Violence Against Women Act of 1994 {42 U.S.C. 14043e-2{6}}, section 330{h}{5}{A} of the Public Health Service Act {42 U.S.C. 254b{h}{5}{A}}, section 3{l} of the Food and Nutrition Act of 2008 {7 U.S.C. 2012{l}}, or section 17{b}{15} of the Child Nutrition Act of 1966 {42 U.S.C. 1786{b}{15}}; or

{3} A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725{2} of the McKinney-Vento Homeless Assistance Act {42 U.S.C. 11434a{2}}, and the parent{s} or guardian{s} of that child or youth if living with her or him.

Q3: Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to 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 or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

*Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:*

- 1} A current or former spouse or intimate partner of the victim {the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship};
- 2} A person with whom the victim shares a child in common;
- 3} A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4} A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
- 5} Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

*Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:*

- 1} Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2} Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a. The length of the relationship;
  - b. The type of relationship; and
  - c. The frequency of interaction between the persons involved in the relationship.

*Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.*

*Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:*

- 1} Fear for the person's individual safety or the safety of others; or
- 2} Suffer substantial emotional distress.

*Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:*

- 1} Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- 2} Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

QP4: Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

{1} Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households {i.e., individuals and families} who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently

housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

{2} At Greatest Risk of Housing Instability is defined as household who meets either paragraph {i} or {ii} below:

{i} has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden {i.e., is paying more than 50% of monthly household income toward housing costs};

{ii} has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph {iii} of the "At risk of homelessness" definition established at 24 CFR 91.5:

{A} Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

{B} Is living in the home of another because of economic hardship;

{C} Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

{D} Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

{E} Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

{F} Is exiting a publicly funded institution, or system of care {such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution}; or

{G} Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

### Documenting Eligibility

It is required that HOME-ARP projects and activities be provided to individuals and families who meet the definition of a qualifying population and who are not already receiving these services through another program. The City and/or its subrecipient or contractor must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for these services. See the [Client Selection](#) section of these policies and procedures for more details on the required documentation.

Following this initial evaluation, The City and/or its subrecipient or contractor is required to retain sufficient records documenting that the potential program participants met the criteria for one of the QP definitions at the time they received the services.

To avoid the creation of additional barriers to accessing HOME-ARP programs and activities, the required provision of documents by potential program participants should not be unduly burdensome to those participants.

## Preferences, Limitations, and Methods of Prioritization

Preferences establish the order in which applicants are admitted to HOME-ARP activities and projects by permitting a qualifying applicant to be selected for assistance before other qualifying applicants based on characteristics identified in the City's allocation plan. Preferences do not make anyone eligible for HOME-ARP who would not otherwise be eligible.

A method of prioritization is the process by which the City will determine how eligible QP applicants, qualifying for the same or different preferences, are selected for a HOME-ARP activity or project.

The City has established the following preferences and methods of prioritization for HOME-ARP projects and activities.

**Preference:** For the TBRA activity, the City will provide a preference for households qualifying under QP1: Homeless, as defined in 24 CFR 91.5 Homeless {1}, {2}, or {3}; and QP3: Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

- Method of prioritization: The City will utilize the [Heartland CoC Place Value Scoring Model](#) to determine the order in which these two QPs receive assistance. The tool prioritizes households based on their current living situation, length of time experiencing homelessness, and risks and barriers. The City will offer housing stabilization services to households receiving TBRA, which will follow the same preference and method prioritization. All other QPs will have access to the program.

**Preference:** For HOME-ARP Supportive Services activity which focuses on homelessness prevention and housing stability, the City will provide a preference for QP2: At risk of Homelessness, as defined in 24 CFR 91.5 and QP4: Other Populations where providing supportive services or assistance under section 212{a} of NAHA {42 U.S.C. 12742{a}} would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

- Method of prioritization: The City will utilize the [HOME-ARP Homelessness Prevention prioritization tool](#) to determine the order in which these two QPs receive assistance. The tool prioritizes households based on the urgency of their housing situation, eviction history, income levels, and risks and barriers. All other QPs will have access to the program.

## Process for Amending Preferences Not Already Established:

If a subrecipient or contractor recognizes a gap in services for the qualifying population that was not already outlined in the City's Allocation Plan, the subrecipient or contractor may request a preference for a qualifying population or subpopulation for the City's consideration. If the City is agreeable to the named preference, method of prioritization and referral methods, they must follow the local process to submit a substantial amendment to the HOME-ARP Allocation Plan.

## Referral Methods

The City will utilize Expanded Coordinated entry as the sole referral source for all HOME-ARP projects and activities.

### Expanded Coordinated Entry

The Heartland CoC {HCoC} will expand Coordinated Entry to include all 4 qualifying populations under the HOME-ARP program. All four QPs will be able to access coordinated entry for assessment and referral to HOME-ARP funded activities. HUD's primary goals for coordinated entry processes are that assistance be allocated as effectively as possible and that it be easily accessible no matter where or how people present. The HOME-ARP expanded coordinated entry also shares these goals.

Any household that indicates a present or possible domestic violence concern will be immediately offered the information below. These households are still able to complete the coordinated entry process if they choose, in accordance with their informed wishes at Sojourn Shelter & Services to protect their information.

- Sojourn Shelter & Services Hotline 217-726-5200
- Illinois Coalition Against Domestic Violence 217-789-2830
- Mini O'Beirne Crisis Nursery 217-525-6800
- National Domestic Violence Hotline 800-799-7233

### Target Populations and Preferences

All QPs will be referred to HOME-ARP activities and programs through the Homeless Management Information System {HMIS}. The order in which households are selected for receiving services will follow all HOME-ARP preferences and in the order listed below.

#### *TBRA and Housing Stabilization Supportive Services*

1. Homeless 1, 2, 3 {QP 1} households, subpopulation chronically homeless, as defined
2. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD {QP 3}<sup>1</sup>
  - a) Then by order of highest score from Place Value Scoring Model.

#### *Homelessness Prevention Supportive Services*

1. At risk of Homelessness, as defined in 24 CFR 91.5 {QP2}
2. Other Populations where providing supportive services or assistance under section 212{a} of NAHA {42 U.S.C. 12742{a}} would prevent the family's homelessness or would serve those with the greatest risk of housing instability {QP4}
  - a) The by order of highest score from the HOME-ARP Homelessness Prevention prioritization tool.

The HCoC will ensure that Coordinated Entry services are physically accessible to persons with mobility barriers and communications and documentation will be accessible to persons with limited ability to read and understand English. Access Points will be accessible by public transportation and located in an environment where additional community resources can be accessed as needed. In addition, Coordinated Entry will be accessible to individuals with disabilities, including those needing physical locations to accommodate wheelchairs, or those needing hearing, site, or language support.

Good faith efforts will be made to ensure that all persons eligible for Coordinated Entry services will have fair and equal access to the system. This includes:

- sub populations like people experiencing chronic homelessness, veterans, families with children, youth, and survivors of domestic violence; and
- households that have perceived barriers to housing or services, including but not limited to, too little or no income, active or a history of substance abuse, domestic violence history, resistance to receiving services, the type or extent of a disability-related services or supports that are needed, history of evictions or poor credit, lease violations or history of not being a leaseholder, or criminal record.

Coordinated Entry will provide services in the language preferred by the household when completing an assessment and making a housing referral. If staff at an access location are unable to provide in-person interpretation, access to interpretation services will be secured.

### Assessment Tool

HCoC utilizes the Place Value Housing Scoring Model {PVHSM} as the assessment tool for all homeless households including those under the HOME-ARP definitions that are experiencing homelessness {QP1 and some QP3}. PVHSM is a customizable assessment that supports dynamic housing prioritization with sensitive, meaningful scores.

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<sup>1</sup> The HOME-ARP definition **does not only** include those households experiencing homelessness or at risk of homelessness due to fleeing or attempting to flee all indicated situations.

For HOME-ARP households currently housed {QPs 2, some of QP 3, and QP4} HCoC will utilize the [HOME-ARP Homelessness Prevention prioritization tool](#) {HAHP} to determine the order in which these QPs receive assistance. The tool prioritizes households based on the urgency of their housing situation, eviction history, income levels, and risks and barriers. All other QPs will have access to the program.

Heartland HOUSED staff will receive referral requests from organizations and use the assessment score to identify a household's service needs as well as potential program eligibility for those that qualify.

#### General CE Process

1. Consumer contacts ANY housing agency in Heartland CoC area that participates in CES to access the CES.
2. That agency will serve as the "Point of Entry" where:
  1. Consumer is assessed with the PVHSM or HAHP.
  2. Consumer will be entered into the HMIS at "Point of Entry". This includes basic client/household demographics, an entry into "Coordinated Assessment" and PVHSM/HAHP result.
  3. If a consumer is coming from a domestic violence shelter, their data will not be entered into HMIS. The DV shelter will email a client #, PVHSM/HAHP result, and bed requirement {single or multiple beds} to HMIS Administrator who will enter that data into an Excel spreadsheet along with time/date received as a last possible tiebreaker.
3. Organizations with program openings request a CES referral by filling out the online referral request form found at: <https://forms.gle/753YdqHcz9TQ1S7bA>
4. Heartland HOUSED staff will then email agency contact with next potential client's information within 7 days of referral request.
5. Based on housing availability, the client/household with top prioritization will be offered housing next.

#### Client responsibilities

- i. The potential client has 3 days to accept or decline the housing offered. After clients decline a housing opportunity, referrals are paused for that client for 3 months.
- ii. The potential client may decline up to 3 housing program offers before being moved onto the declined listing and removed from housing offers. Client may be reassessed and offered housing again after 12 months from last declined offer.
- iii. If the client cannot be contacted or does not respond within 7 days, the agency will move onto the next potential client.

#### Agency responsibilities

- i. Bed/housing openings should be indicated by completing the CES Referral Request form.
  - ii. Client must be called within 3 days of Lead agency client referral.
  - iii. Client must be moved into housing within 14 days of housing offer.
  - iv. If a client cannot be contacted or does not respond within 7 days, it should be noted in HMIS, and lead agency notified to allow another client the housing option.
  - v. If the agency declines the referral, they must give a valid reason to lead agency. {See referral rejection policy}
  - vi. Agencies may decline referrals however the reasons must be valid and will be passed onto the CES committee for review. Declines will be tracked, reported to the CES Task Group, and if necessary, reported to the Continuum of Care Board of Directors for review.
6. Client would be exited from Coordinated Assessment program in HMIS and entered into that agency's housing/services option.
- i. Start date for entry equals the date the client was offered housing.
  - ii. Move-in date is the actual date of moving into the housing.
7. Confirmation of an accepted referral through HMIS.



8. Confirmation of successful move-in date through HMIS.
9. Confirmation of Exit from Coordinated Assessment program through HMIS.

## Documenting QP Status

### Referral Rejection

Consumers may deny or reject referrals from any program or agency. The denial must be logged into HMIS with a specific reason from the consumer. Consumer may deny 3 referrals before being removed from the housing listing. After clients decline a housing opportunity, referrals are paused for that client for 3 months. They may be reassessed after 12 months of the last declined offer for housing. Providers may also deny a consumer's referral, although denials should be infrequent from providers and documented in HMIS with specific justification on the denial. The CES Task Group will be reported to at a minimum, and the HCoC Board will be reported annually on the aggregate counts of denials per agency.

Allowable referral rejection/denial reasons are as follows and must be documented in HMIS:

- Consumers moved out of the area.
- Consumer no longer/does not meet required criteria for program eligibility.
- Consumer unresponsive to multiple communication attempts {all attempts must be documented in HMIS}.
- Consumer resolved housing crisis without assistance.
- Property management/landlord denial {include specific reason cited by landlord}.
- The consumer's health or well-being or the safety of current program participants would be negatively impacted due to staffing, location, or other programmatic issues.
- Criminal sex offender status where state or local restrictions that prohibit projects from serving people with certain criminal convictions or other specified attributes.
- Conflict of Interest.

### Exiting Inactive Households

To ensure the client prioritization list reflects the most current information regarding eligible households who are in need of housing or services, households may be exited after:

- there have been at least two unique attempts to make contact, which will be noted in the CES Communication Log, {for a possible housing opportunity referral} with no response from the client/household within 7 days of 2nd attempted contact
- or if 90 days {about 3 months} have elapsed with no activity documented in HMIS by any agency OR if it has been presented by the case management team that an event has happened with that client/ household that can be verified.

Events may include:

- Moved out of the area
- incarcerated
- deceased
- hospitalized/institutionalized
- self-housed
- or any other legitimate circumstance that removes the need for housing or assistance.

An assessed client/household may be re-activated if the client/household re-establishes contact with any homeless services agency on HMIS and are still eligible for CES. They will be given the opportunity to update their assessment scoring or complete a new assessment given the changes in their circumstances. Their original entry into the CES system



may be utilized depending on the time since exited. If the most recent assessment is more than 3 years old, the client must be reassessed with a new CES entry date and priority.

## Eligible Activities

Housing First is an approach to connect individuals and families experiencing homelessness quickly and successfully to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry. HOME-ARP expanded coordinated entry will support a housing first approach, and thus will work to connect individuals and families with the appropriate permanent housing opportunity, as well as any necessary supportive services, as quickly as possible.<sup>2</sup>

The City will accept applications for qualified partner agencies for the provision of [Tenant Based Rental Assistance \(TBRA\)](#), [Supportive Services](#), [Non-profit operating and Non-profit capacity building](#).

### Tenant Based Rental Assistance (TBRA)

HOME-ARP funds may be used to provide TBRA to qualifying households. **Agencies administering HOME-ARP TBRA must follow the afore-mentioned preferences, methods of prioritization and referral process.** Deviation from these policies is a violation of the approved City of Springfield's HOME-ARP Allocation Plan.

HOME-ARP TBRA is a form of rental assistance attached to the household, not a particular rental unit. HOME-ARP TBRA assisted households may choose to rent a unit in any eligible rental unit within the corporate city limits. If a HOME-ARP TBRA assisted household chooses to move, the rental assistance contract terminates and a new rental assistance contract for the new unit will be executed according to HOME-ARP TBRA requirements. The HOME-ARP TBRA assisted household must notify the subrecipient or contractor before moving to receive continued HOME-ARP TBRA.

TBRA can assist a qualifying household with payments to cover the entire or insufficient amounts that the qualifying household cannot pay for housing and housing-related costs, such as:

1. Rental assistance<sup>3</sup>
2. Security deposits
3. Utility deposits

### Eligible costs TBRA:

HOME-ARP funds may be used to pay eligible costs associated with the HOME-ARP TBRA activity in accordance with the requirements in [Notice CPD-21-10](#). Eligible costs that may be paid using HOME-ARP funds are limited to only those identified in [Appendix C: Eligible Cost for TBRA](#).

### Project delivery costs TBRA

The following costs are eligible project delivery costs for TBRA:

- Staff and overhead costs directly related to carrying out rental assistance including unit inspections, eligibility determinations, costs of processing rental payments.

### Ineligible costs for TBRA:

HOME-ARP TBRA may not be used to pay for the homebuyer program as defined at [24 CFR 92.209\(c\)\(2\)\(iv\)](#). Any ineligible costs paid using HOME-ARP funds must be repaid in accordance with the requirements of [Notice CPD-21-10](#).

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<sup>2</sup> [HCoC CE Policy 2023 Revised Policy 090723.pdf - Google Drive](#)

<sup>3</sup> Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as rental assistance costs.

## Supportive Services

Any individual or family who meets the qualifying population criteria is eligible to receive assistance through a HOME-ARP Supportive Services program/project. **Agencies administering HOME-ARP Supportive Services must follow the afore-mentioned preferences, methods of prioritization and referral process.** Deviation from these policies is a violation of the approved City of Springfield's HOME-ARP Allocation Plan.

There are three categories of supportive services that are adapted and streamlined from other HUD programs:

1. McKinney-Vento Supportive Services
2. Homelessness Prevention Services
3. Housing Counseling Services

The City of Springfield will only provide McKinney-Vento Supportive Services and Homelessness Prevention Services. Housing Counseling Services **will not** be an eligible activity.

McKinney-Vento Supportive Services are intended to support eligible individuals or families in ending their homelessness by moving into housing. McKinney-Vento Supportive Services, therefore, may only be provided to individuals and families who meet the criteria under [QP1](#) or part of [QP3](#) {those who are experiencing literal homelessness}. This includes individuals and households who are temporarily housed in emergency shelter or transitional housing.

Homelessness Prevention Services are intended to support eligible individuals or families to regain stability in their current housing or to move to other housing to achieve stability. Homelessness Prevention Services, therefore, may only be provided to individuals and families who meet the criteria under [QP2](#), [QP3](#), or [QP4](#) and are housed. This includes individuals and families housed through a rapid re-housing program or other temporary resource.

## Eligible costs Supportive Services

HOME-ARP funds may be used to pay eligible costs associated with the HOME-ARP supportive services activity in accordance with the requirements in [Notice CPD-21-10](#). Eligible costs that may be paid using HOME-ARP funds are limited to only those identified in [Supportive Services](#) section below.

Any ineligible costs paid using HOME-ARP funds must be repaid in accordance with the requirements of [Notice CPD-21-10](#).

The City will document in their written agreements with supportive service providers, which services the subrecipient or contractor will be authorized to provide; McKinney-Vento supportive services, homelessness prevention services, or some combination of the two. Organizations seeking funding under this activity must include a total budget by line item for each of the eligible costs.

Only the supportive services that are authorized in the written agreement with the supportive service provider may be provided to program participants and only program participants that are eligible for those supportive services may be served. As such, supportive services providers must demonstrate through their documentation that the individuals served were eligible to receive the supportive services authorized under the written agreement for those costs to be eligible.

## Project delivery costs Supportive Services

If the services outlined in [Appendix D: Eligible Costs for Supportive Services](#) are being directly delivered by a subrecipient or contractor, the following costs are eligible project delivery costs for those services:

- the costs of labor or supplies and materials incurred by the subrecipient or contractor in directly providing supportive services to program participants.
- the salary and benefit packages of the subrecipient or contractor staff who directly deliver the services.

These project delivery costs must be attributable to the identifiable objective of the service delivered, otherwise they are administrative costs of the subrecipient or contractor.

**The City of Springfield will not allocate HOME-ARP funds for administrative costs to subrecipients.**

**Ineligible Supportive Services costs**

- Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- Payment of temporary storage fees in arrears is not eligible.
- Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources.
- Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended {42 USC 4601 et seq.} and its implementing regulations at 49 CFR part 24, or Section 104{d} of the Housing and Community Development Act of 1974 {42 USC 5304{d}} and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

**Non-profit Operating and Capacity Building Assistance**

The City may award a percentage of its HOME-ARP allocation to pay operating expenses of Community Housing Development Organizations {CHDOs} and other nonprofit organizations that will carry out activities with HOME-ARP funds and to pay eligible costs related to developing the capacity of eligible CHDOs and nonprofit organizations to successfully carry out HOME-ARP eligible activities.

**Eligible cost Nonprofit Operating and Capacity Building Assistance**

The City may use up to 5% of its HOME-ARP allocation to pay **operating expenses** of CHDOs and other nonprofit organizations that will carry out activities with HOME-ARP funds.

The City may also use up to an additional 5% of its allocation to pay eligible costs related to **developing the capacity** of eligible nonprofit organizations to successfully carry out HOME-ARP eligible activities.

HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. Organizations seeking funding under this activity must include a total budget by line item for each of the eligible costs.

Capacity building expenses are reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out eligible HOME-ARP activities. Organizations seeking funding under this activity must include a total budget by line item for each of the eligible costs.

In addition, organizations seeking funding under this activity must provide the City with their prior year total operating expenses. This information will be utilized to determine the level of assistance the organization is eligible to receive annually.

[See Appendix E: Eligible Costs for Nonprofit Operating and Capacity Building Assistance](#) for a list of all eligible costs.

**Limitations on Nonprofit Operating and Capacity Building Assistance**

Nonprofit Operating and Capacity Building Assistance and the HOME regulations limit the amount of operating expense assistance that an organization can receive annually. ARP extends this limitation to the capacity building assistance paid with HOME-ARP funds.

In any fiscal year, **operating assistance** provided to a nonprofit organization may not exceed the greater of 50% of the general operating expenses of the organization, as described above, for that fiscal year or \$50,000.

In any fiscal year, **capacity building assistance** provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, or \$50,000.

If an organization receives **both operating assistance and capacity building assistance** in any fiscal year, the aggregate total amount of assistance it may receive is the greater of 50 percent of the organization's total operating expenses for that fiscal year or \$75,000.

## Eligible Providers

HOME-ARP activities and projects will be delivered by a qualified subrecipient. The City will follow all applicable federal procurement standards, as specified in [2 CFR parts 200.317-200.327](#).

- A **subrecipient** is a public agency or nonprofit organization selected by a PJ to administer all or a portion of the PJ's HOME-ARP Program. A public agency or nonprofit organization that receives HOME-ARP funds solely as a developer or owner of housing is not considered a subrecipient or contractor.

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## Solicitation of applications

The City will issue a Request for Proposals {RFP} to solicit proposals for HOME-ARP activities from local service providers to administer program and projects that address the priority needs outlined in the City of Springfield's HOME-APR Allocation Plan.

### Application evaluation process

Applicants must submit all application materials to be considered for HOME-ARP funding. The Office of Planning and Economic Development staff will review all application data. Once applications are received in their entirety and meet the minimum requirements for an eligible HOME-ARP project, members of the Heartland Housed Executive Team and Leadership committee will review and provide feedback on HOME-ARP applications. The City of Spring will then select projects to be funded.

### Noncompliance and Contractor Debarment

In accordance with [24 CFR part 5, subpart A {c}](#) "debarred, suspended, or ineligible contractors," HOME-ARP funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient or contractor during any period of debarment, suspension, or placement of ineligibility status.

The City of Springfield staff will review applications to determine that the proposed service provider is not debarred, including any additional contractors listed in the application, or proposed during the implementation phase. The City utilizes Sam.gov <https://sam.gov/content/exclusions> to determine if contractor{s} or subrecipient{s} are suspended or debarred.

### Conflict of Interest

The City staff will review the applicant entity to determine if it is in compliance with conflict-of-interest rules.

Subrecipients/contractors may not engage in any activities subject to the conflicts of interest provisions at 24 CFR 92.356, including but not limited to the conflicts of interest exception process defined in 24 CFR 92.356{d}-{e}.

In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict-of-interest provisions in [2 CFR 200.318](#) apply.

To avoid conflicts of interest in the project selection process, the City will follow their documented procurement procedures. To avoid conflicts of interest or any perception of conflict of interests, the City will require any member of the Heartland Housed Executive Team and Leadership committee working for an agency who is applying for HOME-ARP funds to exclude themselves from all application review and feedback during the process.

### Organizational Conflicts of Interest

The provision of any type or amount of HOME-ARP TBRA or supportive services may not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the PJ; State recipients; the subrecipient; or a parent, affiliate, or subsidiary of the subrecipient.

No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent, affiliate, or subsidiary of the subrecipient, administer financial assistance that includes rental payments, utility deposits, security deposits, or first and last month's rent provided pursuant to [Notice CPD 21-10](#).

### Exceptions

Exceptions to this conflict-of-interest provision may be granted by HUD on a case-by-case basis. However, these exceptions must be based upon the following factors as set forth in the regulations.

1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
2. Whether undue hardship will result to the participating jurisdiction, State recipient, subrecipient or contractor or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
3. Whether conditioning approval on changes to the participating jurisdiction, State recipient, or subrecipient or contractor's policies or procedures can adequately address the organizational conflict of interest; and
4. Any other factors relevant to HUD's determination, including the timing of the requested exception.

If an exception is made, the City will request the exception from HUD's Chicago Field Office in the form of a letter and documents providing the following information to be granted the exception. The City will:

1. Document the full nature of the conflict and submitted proof that the disclosure has been made public, and
2. Provide a legal opinion stating that there would be no violation of state or local law if the exception were granted.

### Commitment

The City will review all applications and select the provider or providers to carry out the HOME-ARP activities in compliance with all HOME-ARP regulations. The subrecipient or contractor{s} and the City will enter into a legally binding agreement to provide assistance, in the form of a [written agreement](#).

### Environmental Review

No funds may be committed to a HOME-ARP activity or project before the completion of the environmental review and approval of the Request for Release of Funds and Certification {RROF/C}, as applicable. Neither a HOME-ARP recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance on an activity or project until the environmental review has been completed and HUD has approved the recipient's RROF/C from the RE as applicable. In addition, until the RROF/C have been approved, neither a HOME-ARP recipient nor any participant in the development process may commit non-HUD funds on or undertake a HOME-ARP activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The City will follow all applicable laws and regulations under the [National Environmental Policy Act of 1969 {NEPA} and related laws](#).

### Written Agreements

The City will prepare the HOME-ARP written agreement to be signed between the City and the subrecipient or contractor. The written agreement, at minimum, includes the provisions and features listed below.

If a subrecipient or contractor is selected to administer the funds, a written agreement meeting the requirements of section [92.504{c}{2}](#) must also be met.

### Tenant Based Rental Assistance

The requirements at [24 CFR 92.504](#), apply to the use of HOME-ARP funds for TBRA. The written agreement provisions in [24 CFR 92.504](#) that reference the requirements of 24 CFR 92.350, 24 CFR 92.351, and 24 CFR 92.359 are not waived and still apply for HOME-ARP written agreements.

The written agreement must contain the following provisions:

- a. Use of HOME ARP funds: At a minimum, the written agreement must describe the amount and use of the HOME-ARP funds, the tasks to be performed, or services to be provided. HOME-ARP funds cannot be provided after the end of the HOME-ARP budget period.
- b. Records and reports: The agreement must specify the records that must be maintained and the information or reports that must be submitted to assist the PJ in meeting its recordkeeping and reporting requirements.
- c. Duration of agreement and disbursement of funds: The agreement must specify the duration of the agreement and state that disbursement of funds under the agreement may not be requested until the funds are needed.
- d. Compliance with HOME-ARP program requirements: The written agreement must require compliance with HOME-ARP program requirements for the HOME-ARP TBRA activity as outlined in Section VI.C of this Notice.
- e. Rental assistance contract: There must be a rental assistance contract between the PJ and either the HOME-ARP sponsor, the HOME-ARP TBRA assisted household, or the property owner. The PJ must determine the terms of the rental assistance contract. The rental assistance contract continues until the lease is terminated.
  - If the rental assistance is being provided through a HOME-ARP sponsor, the PJ must determine the term of the rental assistance contract between the PJ and HOME-ARP sponsor.
  - If HOME-ARP TBRA is provided in coordination with a HOME-ARP sponsor, the PJ must enter into a written agreement with the HOME-ARP sponsor if the HOME-ARP TBRA rental assistance contract is not with the HOME-ARP sponsor and the HOME-ARP sponsor will be receiving the HOME-ARP TBRA subsidy directly from the PJ. The written agreement must specify the requirements for the HOME-ARP sponsor receiving the TBRA subsidy on behalf of the HOME-ARP TBRA household and the HOME-ARP sponsor's obligation to use the HOME-ARP TBRA payment to pay rent for the unit to the property owner or management agent.
  - If HOME-ARP TBRA is provided in coordination with a HOME-ARP sponsor, the sponsor must enter into a sublease with the HOME-ARP TBRA assisted household that must specify the duration of the sublease, applicable rents, lease requirements and tenant protections, all in accordance with the requirements of this Notice.
- f. Tenant Selection: The written agreement must require the owner to comply with the method of tenant selection determined by the PJ and applicable requirements of [Notice CPD 21-10](#). The written agreement must include a description of the required method of tenant selection for the qualifying populations {i.e., use of CE, use of CE with other referral methods, project-specific waiting list}, the method of tenant selection for low-income households, and any required policies and procedures around the use of a CE or project-specific waiting list. This section of the written agreement must be in sufficient detail to determine compliance with the PJ's preferences and/or method of prioritization, if any, as well as all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in [24 CFR 5.105\(a\)](#).

*Supportive Services (subrecipient or contractor):*

The requirements at [24 CFR 92.504](#), apply to the use of HOME-ARP funds for supportive services. The provisions of the written agreement will depend on the role the entity is asked to assume. At a minimum, the written agreement must contain the following provisions:

- a. Use of HOME funds: The written agreement must describe the amount and uses of the HOME-ARP funds, the tasks to be performed, the services to be provided, and include a budget. The written agreement cannot agree to provide HOME-ARP funds after the end of the HOME-ARP budget period.
- b. Records and Reports: The agreement must specify the records that must be maintained and the information or reports that must be submitted to assist THE CITY in meeting its recordkeeping and reporting requirements as required under [Notice CPD-21-10](#).
- c. Duration of the agreement and Disbursement of Funds: The agreement must specify the duration of the agreement, and state that disbursement of funds under the agreement may not be requested until the funds are needed.
- d. Compliance with HOME-ARP Program Requirements: The written agreement must also require compliance with HOME-ARP program requirements for the HOME-ARP supportive services activity as described in [Notice CDP-21-10](#).



#### Subrecipients {also include}

- e. Program Income: The agreement must state if program income is to be remitted to the participating jurisdiction or to be retained by the subrecipient for additional eligible activities.
- f. Uniform administrative requirements: The agreement must require the subrecipient to comply with applicable uniform administrative requirements, as described in [§ 92.505](#).
- g. Other program requirements: The agreement must require the subrecipient to carry out each activity in compliance with all Federal laws and regulations described in subpart H of this part, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under [§ 92.352](#) and the intergovernmental review process in [§ 92.357](#) does not apply. The agreement must set forth the requirements the subrecipient must follow to enable the participating jurisdiction to carry environmental review responsibilities before HOME-ARP funds are committed to a project.
- h. Affirmative marketing: The agreement must specify the subrecipient's affirmative marketing responsibilities in accordance with [§ 92.351](#).
- i. Requests for disbursement of funds: The agreement must specify that the subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from the participating jurisdiction.
- j. Reversion of assets: The agreement must specify that upon expiration of the agreement, the subrecipient must transfer to the participating jurisdiction any HOME-ARP funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME-ARP funds.
- k. Enforcement of the agreement: The agreement must specify remedies for breach of the provisions of the agreement. The agreement must specify that, in accordance with [2 CFR 200.338](#), suspension or termination may occur if the subrecipient materially fails to comply with any term of the agreement. The participating jurisdiction may permit the agreement to be terminated in whole or in part in accordance with [2 CFR 200.339](#).

#### Contractors {also include}:

- a. Homebuyer, homeowner or tenant receiving tenant-based rental or security deposit assistance: When a participating jurisdiction provides assistance to a homebuyer, homeowner or tenant the written agreement may take many forms depending upon the nature of assistance. As appropriate, it must include as a minimum:
  - a. For tenants, the rental assistance contract or the security deposit contract must conform to [§§ 92.209](#) and [92.253](#). See [Appendix L: HOME-ARP Rental Assistance Contract](#)

#### *Non-Profit Operating and Capacity Building:*

The requirements at [24 CFR 92.504{c}{6}](#), apply to the use of HOME-ARP funds for non-profit operating and capacity building assistance. The written agreement must:

- a. Describe the amounts and uses of HOME-ARP funds for operating expenses or capacity building: If the non-profit organization is not also receiving HOME-ARP funds to carry out a HOME-ARP project, the agreement must provide that the organization is expected to receive funds for a HOME-ARP project **within 24 months of the date of receiving the funds** for operating or capacity building expenses; and
- b. Must specify the terms and conditions upon which this expectation is based and the consequences of failure to receive funding for a project.
- c. If the City provides both operating assistance and capacity building assistance to an organization, it must enter into either one written agreement for both types of assistance or separate written agreements for operating expense assistance and capacity building assistance. If THE CITY chooses to enter into one written agreement, the agreement must separately identify the scope of assistance, eligible uses and costs, and a budget for each type of funds.



## Reporting and Performance Reports

The City must enter all required HOME-ARP data elements timely in the Integrated Disbursement and Information System {IDIS}. Reporting requirements vary by HOME-ARP project type.

### Homeless Management Information System (HMIS)

#### TBRA Reporting

For HOME-ARP TBRA activities, beneficiary information must be reported in IDIS at the time assistance is provided.

#### IDIS Required Report Information

In IDIS once the TBRA project is set up the City should enter the date of the earliest executed rental assistance contract with an owner, tenant, or sponsor of a qualifying household as the Written Agreement execution date {WAED}<sup>4</sup>. Before funding a TBRA activity in IDIS, the City must enter assistance information for at least one qualifying household, including security deposit and monthly rent amounts. The City must enter:

- Last name
- Number of bedrooms
- Security Deposit
- TBRA Subsidy
- Household information
  - Qualifying Population; Veteran
  - Hispanic/Latino {yes/no}
  - Race
  - Household size
  - Household type
- Months {of Tenant Contract}

The City can add additional beneficiaries to its open TBRA activity, or activities, in IDIS as new rental assistance contracts are executed. If the TBRA subsidy information for an existing beneficiary change for any reason {e.g., increase/decrease in subsidy amount, change in length of tenant contract, etc.}, this must be edited.

#### Project Close Out

Once the Total Funded amount and Total Drawn amount equals the eligible TBRA funding for the activity, the City will complete the activity in IDIS. Project close out steps for TBRA are outlined in [HOME-ARP Program Fact Sheet: IDIS for Tenant-Based Rental Assistance Activities {hud.gov}](#).

#### Supportive Services Reporting

Subrecipients or contractors will be required to send [quarterly reports](#) to the City no later than **15** days after close of each quarter<sup>5</sup>. This will allow the City to review and submit beneficiary data by the 30<sup>th</sup> day after the end of each calendar quarter.

Subrecipients or contractors shall complete the quarterly report form, providing information by housing status {homeless or non-homeless}. It is important to note this information will likely change by quarter. For example, in the situation where a household that was experiencing homelessness in one quarter but then became housed and continued receiving Supportive Services in the next quarter, the household should be counted under "Supportive Services

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<sup>4</sup> The date the written agreement was executed with the subrecipient or State recipient should never be entered as the WAED for a TBRA activity.

<sup>5</sup> Dates will vary. Start of reporting periods will be outlined in written agreements.

Homeless Households" in the first quarter and under "Supportive Services Non-Homeless Households" in the next quarter.

Data to be collected include the total number of households by housing status served in the quarter {new and existing}; new households served in the quarter {unduplicated number of new households}; and demographic information for new households {unduplicated count}.

#### IDIS Required Report Information

In IDIS once the Supportive Services project is set up, the City will enter the Written Agreement execution date {WAED}. The WAED also determines when the quarterly reporting screens are generated for reporting supportive services accomplishments.

Data is reported by service type and housing status. The City will only report on the "Supportive Services" service type since "Housing Counseling" services will not be offered.

- Housing Status: homeless households or non-homeless households\*
  - Total: This is the total number of households served in this quarter.
  - New Households: This is the number of households who were served in this quarter but who were not served in the previous quarter. For the first quarter in which the PJ is reporting, the number of "New Households" will be automatically populated to match the "Total." This is because all households are being served for the first time in the first quarter.
  - Veteran: A household with any Veteran member.
  - Hispanic: The number of Hispanic households served.
  - Race: {The sum of the sub-categories below must be equal to or less than the "Total"}

■ White	■ Native Hawaiian/Pacific Islander
■ Black	■ Other/Multi-Racial
■ Asian	
■ American Indian/Alaskan Native	
  - Household Size: {The sum of the sub-categories below must be equal to or less than the "Total"}

■ 1	■ 5
■ 2	■ 6
■ 3	■ 7
■ 4	■ 8+
  - Household Type: {The sum of the sub-categories below must be equal to or less than the "Total"}

■ Single, non-elderly	■ Two Parents
■ Elderly	■ Other
■ Single Parent	

#### Project Close Out

Once all HOME-ARP Supportive Services funds have been disbursed or there are no more eligible costs, and all required quarterly data has been submitted, the City will close out the Supportive Services activity in IDIS. For more information on how to set up and close out in IDIS see [HOME-ARP Program Fact Sheet: IDIS for Supportive Services Activities {hud.gov}](#).

#### Consolidated Annual Performance and Evaluation Report (CAPER)

The City of Springfield is responsible for reporting on the various reporting requirements of HOME-ARP funding. This report includes the activities undertaken by City staff as well as their subrecipients and contractors.

Accomplishment data for the calendar year is due to the City regardless of project completion. All activities conducted within the calendar year are reported on demographic data, persons assisted, and organizations assisted. The Consolidated Accomplishment and Performance Evaluation Report {CAPER} is due to HUD annually. If projects are not completed, an update still must be provided.

For HOME-ARP tenant-based rental assistance or supportive services, project completion means the final drawdown has been disbursed for the project.

## Monitoring

Subrecipients will be monitored at a minimum annually. The frequency of monitoring can depend on the level of risk. A risk analysis will be performed to determine the appropriate level of monitoring. In addition to monitoring by the City, HUD may monitor them individually, or through a HUD monitoring of the PJ. The purpose of monitoring is to ensure HOME-ARP funds are used for their intended purpose and serve eligible, qualifying populations, in accordance with HOME-ARP regulations.

Rental housing that is occupied by tenants that receive HOME-ARP Tenant-based Rental Assistance must be inspected annually to ensure the property continues to meet required property standards.

### *Onsite Monitoring Process*

1. Preparation for monitoring: City staff designated to preform HOME-ARP monitoring {Monitor} will review project specific documents, including:
  - a. HOME-ARP Written Agreement
  - b. City of Springfield's HOME-ARP Policies and Procedures
  - c. Program Agency's Procedures
  - d. Any applicable HOME-ARP reports
  - e. Prior monitoring results
  - f. Application forms
  - g. Participant selection and preference policies
  - h. Marketing procedures or plan and marketing materials
  - i. Income determinations {as applicable}
  - j. Housing Quality Standards for TBRA or Minimum Habitability Standards for Supportive Services
2. Scheduling onsite visit: Monitor will contact the subrecipient in advance to discuss the purpose of the visit and agree upon a date for the visit. Once scheduled, the monitor will send the subrecipient a letter including:
  - a. Confirmation of the date and time of the review
  - b. Name of the monitoring staff
  - c. Elements of the program to be monitored
  - d. Any files and records needed for review during the visit
  - e. Staff needed for interviews or other assistance during the review
  - f. For TBRA site visits, if the monitoring involves unit inspections, provide which units will be inspected and ask the subrecipient to notify and make arrangements with the affected tenants.
3. Monitoring conference: The monitor will meet with the executive director or other agency leadership and any other agency staff he/she/they include. Agenda items include:
  - a. Purpose, scope, and schedule of monitoring
  - b. Description of the monitoring process and follow-up procedures
  - c. Discuss responsibilities to respond to any corrective actions that may result from the monitoring
4. Staff Interviews:

### HOME-ARP Monitoring File Checklist

## TBRA Client File Checklist

### Client Information

Client Name: <i>Head of Household</i>			
Entry Date:		Exit Date:	

### Services Provided *(check all that apply)*

- ☐ Security Deposit Assistance
- ☐ Rental Assistance
- ☐ Utility Assistance

### Required Documents

INTAKE AND ASSESSMENT	
	Provider Application/Intake Form
	TBRA Briefing Notification
	Income Determination/Cost Calculation Form
	3 <sup>rd</sup> Party Income Documentation
	Rent Calculation
	Utility Allowance Worksheet
	Fair Market Rent Assessment Form
	Rent Reasonableness Assessment Form
	Comparable Unit Documentation
	Verification of Homelessness or At-Risk of Homelessness
	Client Program Agreement
LEASING	
	Request for Tenancy Approval
	Rental Coupon
	Initial HQS Inspection (must be passed)
	Lease and Lease Addendum
	VAWA Lease Addendum
	Housing Assistance Payment Contract
OTHER DOCUMENTATION	
	Termination and Grievance Policy
	VAWA Notification
	Releases of Information for All Household Adults (program and Clarity)
	Annual Income Recertification and 3 <sup>rd</sup> Party Income Documents (if applicable)
	Annual HQS Re-inspection (must be passed) (if applicable)

	Contract Renewal Explanation and Timeframe (over 24 months) (if applicable)
	Fair Market Rent Flexibility Issuance (if applicable)
	Lead Paint Disclosure
	Case Notes

## Other Federal Requirements

The requirements in [24 CFR 92.350](#) apply to the HOME-ARP program. The City and its subrecipients must comply with the Federal requirements set forth in [24 CFR part 5, subpart A](#), including nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling and the nondiscrimination requirements at section 282 of NAHA. The City and its subrecipients must also comply with the Violence Against Women Act {VAWA} requirements set forth in [24 CFR 92.359](#).

### Affirmative Marketing and Minority Outreach

Not-For-Profit Organizations will comply with federal Affirmative Marketing Guidelines for all HOME-ARP supportive services and tenant based rental assistance. Affirmative marketing requirements are at 24 CFR 92.351. The Not for profit must adopt and follow a City-approved Affirmative Fair Housing Marketing Plan.

The plan must be made readily available for review by OPED staf. The plan must define the affirmative marketing procedures and actions that will provide information and otherwise attract eligible persons in the program service area to the available housing or assistance without regard to race, color, national origin, sex, religion, familial status, or disability. Required elements of the plan include:

Identification of those persons across the protected classes that are expected to be "least likely to apply".

Description of how the owner will inform potential participants about fair housing and the project's affirmative marketing policy;

Specific procedures or activities that will be used to inform and solicit applications "who are not likely to apply" without special outreach; and

Delineation of the records that will be kept documenting the affirmative efforts. The plan must be reviewed and approved by the City's Corporation Counsel and must be updated every five years at a minimum. Fair housing posters must be posted in conspicuous places (i.e., anywhere management meets with the public) within the property for public viewing. Non-discriminatory advertisements, statements and notices should be used. Discriminatory words, phrases, photographs, symbols or forms that convey that rental units are available or not available to a particular group of persons because of race, color, religion, sex, handicap, familial status or national origin must not be used. All advertisements and office or property signs must reflect the Equal Housing Opportunity slogan or logo.

A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under

this Act or any other Federal housing law applicable to such jurisdiction. [Section 200.321 of title 2 Code of Federal Regulations](#) describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible, in the procurement of property and services.

The [Fair Housing Act](#) prohibits housing and housing-related discrimination because of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability

Owners may not inquire about the sexual orientation or gender identity of an applicant or occupant of HUD assisted housing for the purpose of determining eligibility or continued occupancy. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. Nor does the prohibition bar lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms.

### [Nondiscrimination and equal opportunity](#)

Subrecipients shall comply with all applicable Federal fair housing, civil rights, and non-discrimination requirements, including:

- *The Fair Housing Act* {42 U.S.C. 3601-19} and implementing regulations at 24 CFR Part 100, et seq.;
- Executive Order 11063, as amended by Executive Order 12259 {3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307} {Equal Opportunity in Housing Programs} and implementing regulations at 24 CFR Part 107;
- Title VI of *The Civil Rights Act of 1964* {42 U.S.C. 2000d-2000d-4} {Nondiscrimination in Federally Assisted Programs} and implementing regulations at 24 CFR Part 1, which provides 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 subjected to discrimination under any program or activity receiving Federal financial assistance;
- Public Law 90-284, which is Title VIII of *The Civil Rights Act of 1968* {42 U.S.C. 3601, et seq.}, also known as *The Fair Housing Act*, which provides it is the policy of the United States to provide, within Constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin.
- *The Age Discrimination Act of 1975* {42 U.S.C. 6101-6107} and implementing regulations at 24 CFR Part 146;
- Section 504 of *The Rehabilitation Act of 1973* {29 U.S.C. 794} and implementing regulations at Part 8 of this title;
- Title II of *The Americans with Disabilities Act*, 42 U.S.C. 12101, et seq., which guarantees equal opportunity for qualified individuals with disabilities in the area of employment, and for all individuals with disabilities in the areas of public accommodations, transportation, State and local government services, and telecommunications;
- Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 {3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively} {Equal Employment Opportunity Programs} and implementing regulations at 41 CFR Chapter 60; Executive Order 11625, as amended by Executive Order 12007 {3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139} {Minority Business Enterprises};

- Executive Order 12432 {3 CFR, 1983 Comp., p. 198} {Minority Business Enterprise Development};
- Executive Order 12138, as amended by Executive Order 12608 {3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245} {Women's Business Enterprise}
- *The Housing & Community Development Act of 1974*, as amended, and implementing regulations at 24 CFR 570, which includes Section 109, requiring that no person in the United States shall on the grounds 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 activity funded in whole or in part with community development funds made available pursuant to the Act.

#### Non-Discrimination Requirements at Section 282 of NAHA

Subrecipient shall comply with applicable requirements of Section 282 [42 U.S.C. 12832] in Title II of *The Cranston-Gonzalez National Affordable Housing Act*, as amended, which states:

"No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity. The Secretary may waive this section in connection with the use of funds made available under this title on lands set aside under the Hawaiian Homes Commission Act, 1920 {42 Stat. 108}."

#### Disclosure requirements

Subrecipients shall comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR Part 87, "New Restrictions on Lobbying," which state that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the awarding of any Federal contract.; and the requirements for funding competitions established by *The Department of Housing and Urban Development Reform Act of 1989* {42 U.S.C. 3531 et seq.}.

#### Drug-free workplace

Subrecipients shall: {i} provide a drug-free workplace for its employees; {ii} post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; {iii} state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and {iv} include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### Violence Against Women Act (VAWA)

42 U.S. Code § 14043e-11; Federal Register published August 6, 2013; Violence Against Women Reauthorization Act of 2013 VAWA provides certain protections in regard to admissions, occupancy, termination, evictions, and leases for victims of domestic violence, dating violence, sexual assault and stalking. Following is a general description of the VAWA program. Owners and managers of HOME-assisted housing should consult with its legal counsel for a complete description of VAWA and to determine how to apply and meet VAWA requirements for its HOME project. VAWA No applicant for or tenant of HOME-assisted housing may be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis 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. Incidents of actual or threatened domestic violence, dating violence, sexual



assault, or stalking shall not be construed as a serious or repeated violation of a lease for HOME-assisted housing by the victim or threatened victim of such incident, or good cause for terminating the assistance, tenancy or occupancy rights to HOME-assisted housing of the victim of such incident. No person may deny assistance, tenancy, or occupancy rights to HOME-assisted housing to an applicant or tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if 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. The owner and/or manager of HOME-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The owner and or manager must provide any remaining tenants with the opportunity to establish eligibility. Any information submitted to the staff of HOME-assisted housing, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, and required for use in an eviction proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, or otherwise required by law.

#### [MBE/WBE Small Business Affirmative Marketing and Outreach Policy](#)

In accordance with 2 CFR 200.321, The City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- {1} Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- {2} Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- {3} Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- {4} Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- {5} Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- {6} Requiring the prime contractor, if subcontracts are to be let, to take the five affirmative steps listed above.

#### [National Environmental Policy Act of 1969 \(NEPA\) and related laws](#)

The environmental effects of each activity carried out with HOME-ARP funds must be assessed in accordance with the provisions of NEPA and the related authorities listed in HUD's implementing regulations at 24 CFR part 58. The applicability of the provisions of 24 CFR part 58 is based on the HOME-ARP project as a whole {i.e., all individual project activities, such as acquisition and rehabilitation, aggregated according to the requirements at 24 CFR 58.32}, not on the type of the cost paid with HOME-ARP funds. In accordance with the provisions in 24 CFR part 58, activities undertaken with HOME-ARP funds are subject to environmental review by the City. The City {referred to as the "Responsible Entity"

or "RE"} must assume responsibility for environmental review, decision making, and action for each activity that it carries out with HOME-ARP funds, in accordance with the requirements at 24 CFR Part 58.

No funds may be committed to a HOME-ARP activity or project before the completion of the environmental review and approval of the RROF/C, as applicable. Neither a HOME-ARP recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance on an activity or project until the environmental review has been completed and HUD or the state has approved the recipient's RROF/C from the RE as applicable. In addition, until the RROF/C have been approved, neither a HOME-ARP recipient nor any participant in the development process may commit non-HUD funds on or undertake a HOME-ARP activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

#### HOME-ARP TBRA and Supportive Services

HOME-ARP TBRA and supportive services as defined at 24 CFR 58.35{b} are categorically excluded, not subject to the Federal laws and authorities at 24 CFR 58.5 {CENST} or exempt from review under NEPA. A RE may complete a single CENST review categorized under 24 CFR 58.35{b} for their supportive services program where participants choose their own unit and are not restricted to units within a pre-determined specific project site or sites. There is no need to complete reviews for every unit selected by participants.

#### HOME-ARP Nonprofit Capacity building

HOME-ARP Nonprofit Capacity Building assistance as defined in 24 CFR 58.35 {a} are exempt from review under NEPA. Except for the applicable requirements of § 58.6, the responsible entity does not have to comply with the requirements of this part or undertake any environmental review, consultation or other action under NEPA and the other provisions of law or authorities cited in § 58.5 for the activities exempt by this section or projects consisting solely of the following exempt activities:

1. Environmental and other studies, resource identification and the development of plans and strategies;
2. Information and financial services;
3. Administrative and management activities;
4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, childcare, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
5. Inspections and testing of properties for hazards or defects;
6. Purchase of insurance;
7. Purchase of tools;
8. Engineering or design costs;
9. Technical assistance and training;
10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
12. Any of the categorical exclusions listed in § 58.35{a} if there are no circumstances which require compliance with any other Federal laws and authorities cited in § 58.5.

The City does not have to submit an RROF and certification, and no further approval from HUD will be needed by the recipient for the drawdown of funds to carry out exempt activities and projects. However, the responsible entity must document in writing its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section.

## Labor Standards

HOME-ARP construction or rehabilitation projects with 12 or more units are subject to the Labor Standard requirements outlined in [24 CFR 92.354](#). The City of Springfield does not anticipate using HOME-ARP funds for construction or rehabilitation of rental housing or construction of non-congregate shelters.

## Lead Hazard Controls

The lead-based paint requirements exist to protect vulnerable families from potential health hazards. To prevent lead-poisoning in young children, HOME-ARP 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, J, K, M, and R. Please refer to the regulations for additional information.

Federal lead-based paint requirements apply any time federal funds are used for housing assistance and the living space or unit was built prior to 1978, except housing for the elderly or persons with disabilities {unless any child who is less than 6 years of age resides or is expected to reside in such housing, then the requirements do apply} or any 0-bedroom dwelling. The Lead-Based Paint Poisoning Prevention Act {42 U.S.C. 4821-4846}, the Residential Lead-Based Paint Hazard Reduction Act of 1992 {42 U.S.C. 4851-4856}, and implementing regulations in 24 CFR part 35, subparts A, B, J, K, M and R apply to all program assisted with HOME-ARP funding and all housing occupied by program participants.

The following subparts of HUD's implementing regulations at 24 CFR part 35 include:

- Subpart A - Lead disclosure rule
- Subpart B - General requirements
- Subpart J - Rehabilitation
- Subpart K - Acquisition, leasing, support services, or operation
- Subpart M - Tenant-based rental assistance
- Subpart R - Methods and standards for hazard evaluation and reduction

See [Lead based paint assessment](#) for more details.

## Uniform Relocation Assistance and Real Property Acquisition Policies Act, Section 104(d), and HOME-ARP Displacement, Relocation and Acquisition Program Requirements

Subrecipients shall comply with all applicable provisions of 49 CFR Part 24, "Uniform Relocation Assistance & Real Property Acquisition for Federal & Federally Assisted Programs," which includes requirements associated with the relocation of any displaced person as defined at 49 CFR § 24.2 {a} {9}. Any person who qualifies as a displaced person must be fully informed of his or her rights and entitlements to relocation assistance and payments provided by the Uniform Act and this regulation. No person to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling {defined at 49 CFR § 24.2 {a} {6}} has been made available to the person.

Subrecipients shall comply with all applicable provisions of 42 USC 5304 {d}, Section 104 {d}, which require:

- Residential Anti-Displacement & Relocation Assistance Plan {RARAP}
- Relocation Assistance for Displaced Lower-Income Persons
- One-for-One Replacement of Lower-income Dwelling Units

Subrecipients shall comply with all applicable provisions of 24 CFR 92.353, "Displacement, Relocation, & Acquisition," which require that all reasonable steps have been taken to minimize the displacement of persons as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided with a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

### Section 3 Economic Opportunities for Low- and Very Low-Income Persons

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. The HOME-ARP Supportive Services and Nonprofit Capacity Building and Operating Activities are not considered Section 3 projects.

#### Conflicts of Interest

Subrecipients may not engage in any activities subject to the conflicts of interest provisions at 24 CFR 92.356, including but not limited to the conflicts of interest exception process defined in 24 CFR 92.356{d}–{e}.

Subrecipients shall comply with the Byrd Anti-Lobbying Amendment {31 U.S.C. 1352}, which requires that contractors applying or bidding for an award of \$100,000 or more shall file the required certification with each tier certifying to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

Subrecipients shall comply with provisions of The Hatch Act {5 U.S.C. §§1501-1508 and 7324-7328}, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

For the procurement of goods and services, subrecipients must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.112. For all other activities, the HOME-ARP notice establishes that any employee, agent, consultant, officer, or elected or appointed official of the subrecipient who has functions or responsibilities related to the HOME-ARP program and its activities or who is in a position to participate in a decision-making process or gain inside information about the program, may not:

- Obtain a financial interest or benefit from a HOME-ARP assisted activity
- Have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity
- Have a financial interest in the proceeds derived from a HOME-ARP assisted activity, either for themselves or those with whom they have family or business ties.

#### Requesting Exceptions to Organizational Conflicts of Interest

HUD shall determine whether to grant an exception to the organizational conflicts of interest on a case-by-case basis when it determines that the exception will serve to further the purposes of HOME-ARP. HUD shall consider the following factors, as applicable, in determining whether to grant such an exception:

- Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available.
- Whether undue hardship will result to the PJ, State recipient, subrecipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
- Whether conditioning approval on changes to the PJ, State recipient, or subrecipient's policies or procedures can adequately address the organizational conflict of interest; and
- Any other factors relevant to HUD's determination, including the timing of the requested exception.

## Financial Management

Purchases of services from contractors or vendors by nonprofit subgrantees with HOME-ARP funds are subject to 24 CFR Part 200. This includes standards that prohibit conflicts of interest, procedures for open competition with consistent technical solicitations, affirmative efforts to hire minority- and women-owned businesses, maintenance of selection documentation, and a contract administration system that provides sufficient monitoring. Purchases of services from contractors or vendors by public agencies with HOME-ARP funds are subject to 24 CFR Part 200.

### Uniform Administrative Requirements (2 CFR Part 200)

Subrecipients shall comply with applicable provisions in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards," which establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities.

### Cost Principles (2 CFR Part 200, Subpart E, "Cost Principles")

Subrecipients shall comply with applicable provisions in 2 CFR Part 200, Subpart E, "Cost Principles," which establishes principles for determining allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute. All costs charged shall be consistent with the provisions of 2 CFR Part 230, "Cost Principles for Non-Profit Organizations" {formerly known as OMB Circular A-122}.

Subrecipient shall be responsible for all applicable administrative and project-delivery activities associated with implementation of the project, including but not limited to monitoring the project for compliance with all applicable Federal requirements, preparation of reports and maintenance of records as required by HUD, and review and approval of all payment vouchers. Subrecipient shall be responsible for actual payments to its employees, vendors, contractors, sub-contractors, and agents. Indirect costs incurred by Subrecipient will not be reimbursed. Indirect costs are those charged as a percentage of direct costs {e.g., occupancy, equipment, depreciation, maintenance, and repair}.

### Audit Requirements (2 CFR Part 200)

If Subrecipient expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year conducted in accordance with 2 CFR § 200.514.

### HOME-ARP Investment Trust Fund

As the Participating Jurisdiction {"PJ"}, the City of Springfield shall comply with applicable provisions in 24 CFR § 92.500, "HOME Investment Trust Fund." A HOME-ARP Investment Trust Fund consists of the accounts described in this section solely for investment in accordance with the provisions of this part. HUD will establish a HOME-ARP Investment Trust Fund United States Treasury account for each participating jurisdiction. Each participating jurisdiction may use either a separate local HOME-ARP Investment Trust Fund account or a subsidiary account within its general fund {or other appropriate fund} as the local HOME-ARP Investment Trust Fund account. The local account of the HOME-ARP Investment Trust Fund includes deposits of HOME-ARP funds disbursed from the Treasury account; the deposit of any State funds {other than HOME-ARP funds transferred pursuant to § 92.102{b}{2}} or local funds that enable the jurisdiction to meet the participating threshold amount in § 92.102, any program income {from both the allocated funds and matching contributions in accordance with the definition of program income}, and any repayments or recaptured funds as required by § 92.503. The local account must be interest-bearing.

### Program Income

Any Program Income funds generated by a Subrecipient using HOME-ARP funds shall be returned by the subrecipient to the City within five {5} business days of their receipt, together with a Program Income Report. The City may choose to make such Program Income available for use by the Subrecipient for eligible costs, upon submission of a Voucher Form

and satisfactory supporting documentation. Program Income shall be re-used by Subrecipient prior to the use of any other available HOME-ARP funds.

### Repayments

Upon expiration or termination of a Subrecipient agreement, and in accordance with the provisions at 24 CFR § 92.504 {c} {2} {vii} and 2 CFR § 200.343 {d}, Subrecipient shall transfer to the City any HOME-ARP funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of HOME-ARP funds, including Program Income. Such transfer of HOME-ARP funds and accounts receivable shall be made no later than five {5} business days after the expiration or termination date of the agreement. Repayment of HOME-ARP funds is required if a project is not completed within four years of commitment, terminated before completion, or not in compliance with HOME-ARP.

Security Deposits will be returned to the Tenant.

### Financial Records

Subrecipient shall maintain records as required pursuant to the rules, regulations, and policies of the HOME-ARP program and the terms of its agreement. Such maintenance shall include but not be limited to that required at 24 CFR § 92.508, as applicable. Subrecipient shall maintain separate records, which adequately identify the source and application of HOME-ARP funds provided for this Project. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays, or expenditures and income.

Pursuant to 2 CFR §§ 200.328 and 200.331, the City may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award. At any time during normal business hours and as often as the CITY may deem necessary, Subrecipient shall permit the CITY, the Comptroller General of the United States, or any of their duly authorized agents access to all Subrecipient's records pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions, and to make audits of all contracts, invoices, materials, reports of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

### Duplication of Benefits

Subrecipients shall establish and maintain adequate procedures to prevent any duplication of benefits, meaning that the cost has not or will not be paid by another source, as required by Section 312 of *The Robert T. Stafford Disaster Relief & Emergency Assistance Act* {42 U.S.C. 5155}, as amended by Section 1210 of *The Disaster Recovery Reform Act of 2018* {division D of Public Law 115-254; 132 Stat. 3442}.

# Project Specific Policies

## Program Administration and Planning

The City will utilize HOME-ARP funds for payment of reasonable administration and planning costs for the HOME-ARP program. Administration and planning costs are capped at 15% of the total HOME-ARP allocation.

### Eligible costs administration and planning costs

HOME-ARP funds may be used to pay reasonable costs associated with the administration of HOME-ARP in accordance with the requirements in [Notice CPD-21-10](#). Eligible costs that may be paid using HOME-ARP funds are limited to only those identified in [Appendix F: Eligible Costs for Administration and Planning](#).

### Ineligible administration and planning costs

Funds available under the HOME-ARP appropriation for administration and planning may not be used to pay costs attributable to the regular HOME Program.

### The City's Responsibilities

The City is responsible for managing the day-to-day operations of the HOME-ARP program, ensuring HOME-ARP funds are used in accordance with all program requirements and written agreements, and taking appropriate action when performance problems arise.

### Grants Management

The City will ensure HOME-ARP funds are used in accordance with all program requirements and written agreements. This includes monitoring subrecipients or contractors at least annually. See [Written Agreements](#) for details.

HOME-ARP program regulations require the annual monitoring and certification of HOME-ARP funded projects. Monitoring and certification are designed to ensure that programs continue to meet affordability, income and other requirements. See [Monitoring](#) for details.

### Program administration records

The City is responsible for ensuring all program administration related records are maintained, including compliant written agreements, records demonstrating compliance with all applicable uniform administrative requirements, and monitoring reviews, audits and resolution of any findings or concerns.

- A **full description of each project assisted** with HOME-ARP funds, including the location {address of project}, form of HOME-ARP assistance, and the units, families, or qualifying households assisted with HOME-ARP funds, subject to confidentiality requirements.
- The **source and application of funds** for each project, including supporting documentation
- Records of all **solicitations of and agreements with subrecipients and contractors**, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable including any findings and corrective actions required.
- Records of all **procurement contracts** and documentation of compliance with the procurement requirements in 2 CFR part 200, subpart D.
- Records {i.e., **written agreements**} demonstrating compliance with the written agreement requirements.
- Records evidencing the use of the **written procedures**.
- Records demonstrating subrecipient compliance with the recordkeeping requirements.



## Nonprofit Operating and Capacity Building

Any Community Housing Development Organization {CHDO} or nonprofit organization that will carry out activities with HOME-ARP funds is eligible to receive assistance through a HOME-ARP Nonprofit Operating and Capacity Building Assistance.

The City of Springfield will only provide Nonprofit Operating and Capacity Building assistance to a CHDO or nonprofit organization that will receive HOME-ARP Supportive Services funds within 24 months of the award.

To determine the amount of assistance allowable under Nonprofit Operating or Capacity Building assistance, the CHDO or nonprofit organization must provide the City with the organization's total operating budget with enough detail for City to determine if expenditures.

### Limitations on Assistance

Nonprofit Operating and Capacity Building Assistance and the HOME regulations limit the amount of operating expense assistance that an organization can receive annually. ARP extends this limitation to the capacity building assistance paid with HOME-ARP funds.

In any fiscal year, **operating assistance** provided to a nonprofit organization may not exceed the greater of 50% of the general operating expenses of the organization, as described above, for that fiscal year or \$50,000.

In any fiscal year, **capacity building assistance** provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, or \$50,000.

If an organization receives **both operating assistance and capacity building assistance** in any fiscal year, the aggregate total amount of assistance it may receive is the greater of 50 percent of the organization's total operating expenses for that fiscal year or \$75,000.

### Eligible Costs

For a detailed list of eligible expenses for operating and capacity building, see [Appendix E: Eligible Costs for Nonprofit Operating and Capacity Building Assistance](#)

#### Operating assistance

Operating expenses are defined as reasonable and necessary costs of operating a nonprofit organization. HOME-ARP funds used for operating expenses must be used for the "**general operating costs**" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOME-ARP activity or project.

Eligible costs include employee salaries, wages and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment, materials, and supplies.

HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. Organizations seeking funding under this activity must include a total budget by line item for each of the eligible costs.

#### Capacity building assistance

Capacity building expenses are defined as reasonable and necessary general operating costs **that will result in expansion or improvement of an organization's ability to successfully carry out eligible HOME-ARP activities.**

Eligible costs include salaries for new hires including wages and other employee compensation and benefits; costs related to employee training or other staff development that enhances an employee's skill set and expertise; equipment {e.g., computer software or programs that improve organizational processes}, upgrades to materials and equipment, and

supplies; and contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.

#### Documenting eligible costs for operating and capacity building assistance

Operating Expense Assistance	Documentation
Employee salaries, wages and other employee compensation and benefits {not directed assignable to a HOME-ARP project or activity}	Itemized timesheets, fringe benefit costs
Employee education and/or training	Description of training, amount, staff name, date {within grant year} and location of training. Proof of payment such as cancelled checks, credit card statements
Travel	<b>Requires pre-approval.</b> Travel logs including actual mileage and government mileage rates.
Rent, utilities, communication costs	Itemized bills, including dates of service and address of facility
Taxes, insurance	Itemized bills, including dates of service and address of facility
Equipment	<b>Requires pre-approval.</b> City will follow federal regulations under 2 CFR Part 200 { <a href="#">200.313</a> }
Materials and supplies.	Itemized bill with costs for reasonable materials and supplies

Capacity Building Assistance	Documentation
NEW employee salaries, wages and other employee compensation and benefits	Itemized timesheets allocating actual hours to a specific program, fringe benefit costs
Costs related to employee training or other staff development that enhances an employee's skill set and expertise	<b>Pre-approval required. Must be for staff who will be directly carrying out HOME-ARP activities.</b> Description of training, proof of payment for training, staff name, date and location of training
Equipment {e.g., computer software or programs that improve organizational processes}, upgrades to materials and equipment, and supplies;	<b>Requires pre-approval.</b> THE CITY will follow federal regulations under 2 CFR Part 200 { <a href="#">200.313</a> }
Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations	Procurement documentation, contract with applicable federal funding conditions, period of performance {within grant year}, scope of work related to HOME-ARP

#### Non-Profit Operating and Capacity Building Project Specific Records

- Records concerning the **use of funds** for nonprofit operating and/or capacity building assistance must be maintained.
- **Written agreements** between the City and the nonprofit organization receiving nonprofit operating and/or capacity building assistance must be retained for five years after the agreement terminates.

## Client/Tenant Selection for HOME-ARP TBRA and/or Supportive Services

Only individuals and households who meet the definition of the qualifying populations outlined in the [HOME-ARP Qualifying Populations](#) are eligible to receive HOME-ARP supportive services and TBRA.

Preferences, methods of prioritization and referral methods must comply with [Referral Methods, Preferences, Limitations, and Methods of Prioritization](#) and all applicable fair housing, civil rights, and nondiscrimination requirements in [24 CFR 5.105{a}](#).

### HOME-ARP QP Documentation

To ensure the required eligibility documentation, referral agencies and subrecipients are encouraged to make use of the [HOME-ARP Eligibility Documentation Checklist](#).

HOME-ARP subrecipients or contractors are required to document which qualifying population definition the individual or family qualifies under, and a copy must be in the program participant record.

### Documenting Non-Income Eligibility

There are three main categories of documentation that intake staff can collect: third-party documentation, intake worker observations, and self-certifications.

1. Third-Party Documentation: Includes written documentation, including already available documents and oral.
  - Written letters and/or referrals such as official communication on agency letterhead which is signed and dated by an appropriate third-party representative. Examples include:
    - a) an individual record of a stay in an emergency shelter, a safe haven, or from a street outreach contact from an HMIS, or comparable database used by victim service or legal service providers;
    - b) a written observation by an outreach or intake worker of encounters with the individual or head of household that includes a description of the conditions where the individual or head of household was living or is currently living;
    - c) a written referral by another housing or service provider.
  - In general, intake staff must do their [due diligence](#) and make conscientious and reasonable efforts to obtain third-party documentation whenever possible.
2. Intake Worker Observations: Includes first hand observations by intake workers. Workers must document their observations or assessments in writing, certifying that the observation is true and complete. They must sign and date these written documents. You can include these intake worker observations on intake assessment forms, in case file notes, or on standardized intake worker observation forms developed for the project.
3. Self-Certification: Self-certifications are verifications, generally provided in writing, from an individual or a head of household seeking assistance. Intake staff must obtain a written self-certification from the potential program participant or record this self-certification in writing and have the individual or head of household certify that their statement is true and complete by signing and dating a statement.
  - The self-certification form allows program participants to insert personal details. It should be noted that this information should only request sufficient detail to understand the program participant's current living situation and document that they meet all qualifying population eligibility requirements.

### Documenting Income Eligibility

When a household is determined to be eligible based upon a QP definition that includes income criteria {i.e. QP2, QP4{2}}, subrecipient and contractors must document that the household is income eligible through source documents {e.g., wage statement, interest statement, unemployment compensation statement}.

Documentation collected for consideration for Homelessness Prevention programs funded by the Emergency Solutions Grant {ESG} may be used to support a household's eligibility for qualifying population 2, including income source documents.

When determining the annual income of an individual or family, the subrecipient or contractor must use the standard for calculating annual income under 24 CFR 5.609 {"Part 5"}.

Subrecipients or contractors should review [Technical Guide for Determining Income and Allowances for the HOME Program - HUD Exchange](#) for information on calculating annual income under Part 5.

Annual income is the gross amount of income of all adult household members that is *anticipated to be received* during the coming 12-month period. Documentation must be kept in the program participant record. Subrecipients and or contractors are encouraged to utilize HUD's Income Calculator and select the ESG program calculator <https://www.hudexchange.info/incomecalculator/dashboard/>.

[CPD Income Eligibility Calculator User Manual {hudexchange.info}](#)

The 2023 HOME Income Limits for Springfield IL MSA are:

Household Size	1	2	3	4	5	6	7	8
Very Low Income {30%}	20,900	23,850	26,850	30,000	35,140	40,280	45,420	50,560
Low Income {50%}	34,800	39,750	44,700	49,650	53,650	57,600	61,600	65,550

HOME-ARP Income Limits are updated annually, typically around October. Subrecipients must ensure they are using the most up to date limits when determining income eligibility, [Home Income Limits I HUD USER](#)

### Due Diligence

In general, intake staff must make conscientious and reasonable efforts {due diligence} to obtain third-party documentation whenever possible. However, an intake worker must never contact someone for third-party documentation if the individual or family believes that their health or safety will be jeopardized by contacting that person. In these instances, the intake worker should document the individual's or family's feelings and statements in the case file.

Youth aged 24 and under must not be required to provide third-party documentation to show they are homeless to receive any shelter, housing, or services for which ESG or CoC Program funds may be used to supplement the HOME-ARP assistance.

If third-party documentation is not available, intake staff must document the due diligence efforts and the reasons that prevented them from obtaining third-party documentation in the case file. The due diligence documentation must be signed, dated, and certified by intake workers to ensure that it is true and complete. This may include phone logs, email correspondence, and/or copies of certified letters

### Supportive Services

A household receives the appropriate supportive services type based on the initial eligibility determination. Households currently experiencing literal homelessness upon initial intake qualify for **McKinney Vento Supportive Services**.

Households currently housed experiencing housing instability upon initial intake qualify for **Homelessness Prevention Services**.

### TBRA

Only individuals and households who meet the definition of the qualifying populations outlined in the [HOME-ARP Qualifying Populations](#) are eligible to receive HOME-ARP TBRA. Prompt written notification will be provided to all rejected applicants. This notification will include the grounds for which the rejection was determined.

VAWA requirements set forth in [24 CFR part 5, subpart L](#), apply to HOME-ARP TBRA. Statutory protections of VAWA prohibit the denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. Applicants of HOME-ARP TBRA must be provided the "[Notice of Occupancy Rights under the Violence Against Women Act](#)" and [certification form](#), when the applicant's HOME -ARP TBRA is approved or denied. These forms must also be provided to the tenant receiving HOME-ARP TBRA when the tenant is provided notification of termination of the HOME-ARP TBRA and if the tenant's housing owner intends to provide the tenant with notification of eviction.

Preferences, methods of prioritization and referral methods must comply with [Referral Methods, Preferences, Limitations, and Methods of Prioritization](#) and all applicable fair housing, civil rights, and nondiscrimination requirements in [24 CFR 5.105{a}](#).

In conjunction with HOME-ARP TBRA, qualifying individuals and households are eligible to receive HOME-ARP Supportive Services. These services must be nonmandatory and comply with [CPD-21-10](#) and the policies and procedures outlined in [Supportive Services](#).

## Tenant Based Rental Assistance (TBRA)

Any individual or family who meets the qualifying population criteria is eligible to receive assistance through HOME-ARP TBRA. HOME-ARP TBRA may assist qualifying household with payments to cover the entire or insufficient amounts that the qualifying household cannot pay for housing and housing-related costs, including rental assistance, security deposits, and utility deposits. Subrecipients must ensure households receiving HOME-ARP TBRA do not receive a duplication of assistance from any source.

### Portability of Assistance

Households assisted with HOME-ARP TBRA may not use the assistance outside of the corporate city limits.

### Eligible Activities

#### Rental Assistance:

- Rental assistance payments may be made on behalf of qualified households for not more than the term of assistance.
- Payments must be paid directly to a third-party on behalf of the household.
- Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as rental assistance costs.

#### Security Deposit Assistance

- HOME-ARP TBRA funds may be used to provide grants to qualifying households for **security deposits** for rental units regardless of whether the qualifying households receive any other HOME-ARP TBRA assistance.
- The amount of HOME-ARP funds provided for a security deposit may not exceed the equivalent of two months' rent for the unit.
- Security deposits must be paid directly to a third-party on behalf of the household.
- Any portion of the security deposit which is returned at the end of the lease must be returned to the tenant in the form of a grant.

#### Utility Deposit Assistance

- Utility deposit assistance is an eligible cost **only** if rental assistance or a security deposit payment is provided.
- Utility deposit assistance may only be applied to the utilities described in the Springfield Housing Authority Utility Allowance Schedule. [utilityAllowances.pdf {springfieldhousingauthority.org}](#)

A full list of eligible activities for TBRA can be found in [Appendix C: Eligible Cost for TBRA](#).

### Term of Rental Assistance Contract

Rent assistance is payment of up to 24 months per household for the costs of monthly rent and utilities. A household may continue to receive assistance after 24 months if there is a need and funding allows. The term of the rental assistance contract must begin on the first day of the term of the lease or sublease.

Households may need less than 24 months of rent assistance to achieve housing stability, but leases should at least be one year, unless agreed upon by both the household and the landlord.

### Maximum subsidy

HOME-ARP TBRA assistance must be needs based and should be evaluated monthly to determine the level of rental assistance needed. Subrecipients must establish policies for determining any household contribution to rent based on a determination of the qualifying household's income, which must be approved by the City.

Qualifying individuals and households may be provided with up to 100 percent subsidy for rent, security deposit payments, and utility bills.

## Rent standard

Consistent with [24 CFR 92.209\(h\)\(3\)](#), the City has established the rent standard for HOME-ARP TBRA is based upon the section 8 Housing Choice Voucher program under 24 CFR part 982.

The subrecipient or contractor must determine whether the rent for a HOME-ARP TBRA household complies with the rent standard established by the City for the HOME-ARP program. Units that fail to meet the rent standard and must be disapproved.

## Rent Increases

## Unit Selection

HOME-ARP TBRA assistance is attached to the household and not a particular rental unit. Households must be free to select the unit of their choice. The subrecipient must maximize housing choice when working with households to identify housing opportunities. Subrecipients may not require participants to select units developed and/or rehabilitated under the HOME program or other affordable housing programs or require households to live in units owned or managed by the subrecipient.

The following units are considered eligible:

- Units which are publicly- or privately-owned,
- Units receiving state or local rental assistance subsidies or other sources, if they are not duplicative of TBRA {i.e., the assistance does not lower the tenant's rental contribution below 30% of adjusted income}, and
- Publicly financed, such as units financed with HOME-ARP, HOME, Low-Income Housing Tax Credits {LIHTCs}, Section 811, Section 202, or Community Development Block Grant {CDBG} funds.

Participants must be permitted to move out of the unit at the end of the lease term and transfer their TBRA to another eligible unit of their choosing if the term of assistance has not yet expired. However, TBRA can only be used to pay for assistance on rental units located within the corporate city limits. The household must notify the City before moving to receive continued HOME-ARP TBRA.

Under the Violence Against Women Act {VAWA}, if a family who is receiving HOME-ARP TBRA separates under [24 CFR 5.2009\(a\)](#), the remaining tenant{s} will retain the HOME-ARP TBRA. The City of Springfield must be notified by the subrecipient or contractor to determine whether the tenant that was removed from the unit will receive HOME-ARP TBRA.

## Unit Size and Occupancy Standards

Subrecipients must follow any HUD and/or local occupancy standards that specify the number of bedrooms needed by households of various sizes and composition.

These occupancy standards comply with HQS requirements and specify how the number of bedrooms required by the client's household will be determined as related to both {1} determining the appropriateness of the actual unit size and {2} calculating amount of TBRA rental assistance. They may be modified by grantees on a case-by-case basis to accommodate specific household composition and circumstances {e.g. pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.}.

## General Guidance on Bedroom Requirements

Generally, households require one bedroom per each of the following configurations:

- Each pair of married or coupled adults, regardless of sex or gender;
- Each unmarried/uncoupled adult;
- Each pair of children of the same sex.



### *Additional Guidance on Bedroom Requirements*

- Unborn children may be considered for the purpose of assigning the bedroom size on housing coupon.
- A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member.
- Individual medical problems {e.g. chronic illness} sometimes require either a separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment.
- In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size housing coupon may be issued for an absent family member if individual circumstances warrant.

### *Smaller Units*

Fair housing rules permit clients to select smaller units that do not, from the grantee's perspective, create seriously overcrowded conditions. In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

### *Property Standards*

All units occupied by households receiving HOME-ARP TBRA must comply with all housing quality standards {HQPs} outlined in [24 CFR 982.401](#), or a HUD approved alternative standard. If the unit is a HOME assisted unit, the initial and ongoing standards may be utilized. Documentation of meeting the property standards must be included in each program participant file. Units leased to a household must be inspected prior to the initial term of the lease and at least annually during assisted occupancy.

### *Lease Addendum and Tenant Protections*

The subrecipient or contractor must approve all leases prior to providing financial assistance under the TBRA program. HOME-ARP TBRA may be provided through an assistance contract with:

- {1} an owner that leases a unit to a qualifying household;
- {2} the qualifying household, or
- {3} an owner and the qualifying household in a tri-party contract.

In order to receive HOME-ARP TBRA there must be an executed lease between the qualifying household that receives HOME-ARP TBRA and the owner of the rental unit or between the owner of the rental unit and a HOME-ARP sponsor with a sublease between the qualifying households and the HOME-ARP sponsor.

### *Lease Duration*

The written lease or sublease must be for a **period of not less than 1 year**, unless mutually agreed upon by the tenant and owner for a shorter period.

The lease may not contain any of the conditions outlined in [24 CFR 92.253\(b\)](#), including:

1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;



5. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury;
7. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
8. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
9. **Mandatory supportive services.** Agreement by the tenant {other than a tenant in transitional housing} to accept supportive services that are offered.

#### VAWA lease term and addendum

The lease for all households receiving HOME-ARP TBRA must include the [Notice of Occupancy Rights under VAWA](#) and [Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternative Documentation](#). Households receiving HOME-ARP TBRA may terminate the lease without penalty if the City of Springfield determines that the tenant has met the conditions for an emergency transfer under [24 CFR 5.2005{e}](#). The owner of the property is required to notify the City of Springfield before he/she/they bifurcates the lease or provides notification of eviction to the tenant. The VAWA lease term/addendum may expire at the end of the rental assistance period.

#### Emergency Transfer Plan

See [Appendix P: Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking](#)

#### Rental Assistance Contracts

There must be a rental assistance contract between the City of Springfield and **at least one** of the following:

- {1} HOME-ARP sponsor;
- {2} Qualifying household; or
- {3} Owner of the housing.

Rental subsidy payments are made on behalf of the HOME-ARP TBRA household pursuant to a rental assistance contract. The rental assistance contract continues until the lease is terminated or the term of the rental assistance contract expires {and is not renewed}. The term of the rental assistance contract must begin on the first day of the term of the lease or sublease.

Regardless of the role of the HOME-ARP sponsor, the HOME-ARP TBRA household has the right to continue HOME-ARP TBRA assistance if the household chooses to move from the unit. The term of the rental assistance contract may be renewed, subject to the availability of HOME-ARP funds. HOME-ARP TBRA funds cannot be used after the end of September 2030.

#### HOME-ARP sponsor

A HOME-ARP sponsor is a nonprofit organization that provides housing or supportive services to qualifying households and facilitates the leasing of a rental unit to a qualifying household or the use and maintenance of HOME-ARP TBRA by a qualifying household.

The City may permit a HOME-ARP sponsor to execute a lease or master lease with a project owner. The HOME-ARP sponsor must then sublease a unit to a qualifying household. The lease between the qualifying household and the rental unit owner or the sublease between the HOME-ARP sponsor and the qualifying household must follow the outlined [tenant protections](#) below.

In the case of HOME-ARP TBRA provided in coordination with a HOME-ARP sponsor, payments must be made directly to the HOME-ARP sponsor that will make rental payments to the owner on behalf of the qualifying household.

## Termination of Assistance

HOME-ARP TBRA to the household may end under either of the following circumstances:

1. **Voluntary termination** occurs when the client chooses to leave the program for any reason, including: the client no longer requires assistance, the client has enrolled in the Housing Choice Voucher Program or another program that provides housing assistance, etc.
2. **Involuntary termination** is initiated by the subrecipient due to the client's non-compliance with program requirements or commitment of fraud. Examples of non-compliance/fraud include but are not limited to:
  - a. Qualifying participant is no longer occupying the unit or subleases to another person who is not on the lease;
  - b. Qualifying participant fails to execute a lease or provide requested information for application processing;
  - c. Qualifying participant fails to report all sources of household income;
  - d. Qualifying participant fails to identify all household members; and/or,
  - e. Qualifying participant or household members falsify information in order to receive assistance.

Subrecipients who involuntarily terminate a client must follow a formal termination process which recognizes the client's right to due process of law.

This process must include:

- Serving the client with a written notice containing a clear statement of the reasons for termination;
- Permitting the client to have a review of the decision, in which the client is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person {or a subordinate of that person} who made or approved the termination decision; and,
- Providing prompt written notification of the final decision to the client. Provide at least a 30-day written notice to the tenant in the event of lease termination or non-renewal.

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 limited English proficiency.

Termination or nonrenewal of leases may occur only for good cause. Good cause does not include nonparticipation in supportive services or tenant increases in income. While a lease cannot be terminated for increases in income, increases in income may result in the amount of rental assistance provided to be reduced to \$0. In addition, termination is not permitted if such eviction is discriminatory based on the household's protected class under the Fair Housing Act, HUD's Equal Access Rule, or the Violence Against Women Reauthorization Act of 2013. All documentation provided to the participant through this process must be retained in the tenant file. Households may not be involuntarily terminated from the program for refusing to participate in supportive services or make progress on a service plan.

## Documenting eligible costs for TBRA

Before providing TBRA to a qualifying household, subrecipients and/or contractors must obtain the necessary documentation to demonstrate it is an eligible cost.

For detailed information on documentation for each supportive service activity, see [Documentation of TBRA eligible costs](#).



## TBRA File Checklist

- ☐ Intake form
- ☐ QP Eligibility Checklist and supporting documentation.
- ☐ Record documenting assessment of Duplication of Assistance

## Supportive Services

Any individual or family who meets the qualifying population criteria is eligible to receive assistance through a HOME-ARP supportive services program/project. Households receiving HOME-ARP TBRA assistance will be offered services to assist with [housing stabilization](#) and households facing eviction will be offered services to [prevent homelessness](#).

The City of Springfield will only provide select services under the McKinney-Vento Supportive Services and Homelessness Prevention Services categories.

**McKinney-Vento Supportive Services** are intended to support eligible individuals or families in ending their homelessness by moving into housing. McKinney-Vento Supportive Services, therefore, may only be provided to individuals and families who meet the criteria under QP1 or part of QP3 {those who are experiencing literal homelessness}. This includes individuals and families who are temporarily housed in emergency shelter or transitional housing.

**Homelessness Prevention Services** are intended to support eligible individuals or families to regain stability in their current housing or to move to other housing to achieve stability. Homelessness Prevention Services, therefore, may only be provided to individuals and families who meet the criteria under QP2, 3, and 4 and are housed. This includes individuals and families who are housed through a rapid re-housing program or other resource that is temporary.

A full list of eligible activities for Supportive Services can be found in [Appendix D: Eligible Costs for Supportive Services](#).

All supportive service costs paid for by HOME-ARP must comply with the requirements of [CPD-21-10](#) including requirements in [2 CFR part 200, subpart E](#), Cost Principles that require costs be necessary and reasonable.

Qualifying household must not receive the *same eligible supportive service* or been *approved to receive the same service* through another program or provider. Subrecipients or contractors must follow the City's policies to ensure a program participant only receives the HOME-ARP services needed so there is [no duplication of services or assistance](#) in the use of HOME-ARP funds for supportive services.

### Client Selection

See [Client Selection](#) for more information.

### Eligibility of HOME-ARP TBRA Program Participants

Supportive services must be offered to all HOME ARP TBRA recipients but are not required to obtain and maintain TBRA assistance. Under no circumstance can a subrecipient require a HOME-ARP TBRA program participant to engage in supportive services as a condition to receive or maintain the TBRA assistance. Program participants may request services at any time subject to availability.

Outreach and Housing Search and Counseling services may be provided to qualified populations for the purpose of providing immediate support and intervention, identifying potential program participants, and assessment of housing for compliance with HOME ARP requirements for TBRA for up to 6 months. If a qualifying household is not able to identify a unit within 6 months, the subrecipient may request additional time. The subrecipient must provide documentation on the efforts made so far, the barriers to engagement or housing location, and proposed plan to address those barriers. Supportive services funds may not be used for security deposit or utility deposit assistance. These are eligible costs under TBRA.

Landlord/Tenant Liaison and Case Management services may be provided once a qualifying household is housed. Services can be provided for the entire duration of HOME-ARP TBRA assistance. Services should be terminated if and when the HOME-ARP TBRA assistance is no longer provided, either voluntarily or involuntarily.

## HOME-ARP Housing Stabilization Program (with HOME-ARP TBRA)

The City will be utilizing HOME-ARP supportive services to quickly rehouse individuals and families experiencing homelessness {QP1} and households fleeing or attempting to flee violence as defined in by HUD {QP3}. TBRA assistance plus the below HOME-ARP services can be used to help qualifying populations secure and maintain permanent housing.

Outreach	Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
	Costs associated with the following services are eligible: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the PJ's geographic area.
Housing search and counseling	Development of an action plan for locating housing;
	Housing search;
	Tenant counseling;
	Making moving arrangements;
	Outreach to and negotiation with owners;
	Assistance submitting rental applications and understanding leases;
	Assessment of housing for compliance with HOME-ARP requirements for TBRA assistance;
	Tenant counseling;
	Mediation with property owners and landlords on behalf of eligible program participants;
	Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
	Payment of rental application fees.
Landlord/Tenant Liaison	Landlord outreach;
	Physical inspections and rent reasonable studies as needed to secure units;
	Mediation services in for housing issues that may arise between owner, property manager, or other residents and clients;
	Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing.
Case Management	Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
	Counseling;
	Developing, securing, and coordinating services;
	Using a centralized or coordinated assessment system that complies with the requirements of HOME ARP expanded coordinated entry;
	Obtaining federal, State, and local benefits;
	Monitoring and evaluating program participant progress;
	Providing information and referrals to other providers;
	Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
	Developing an individualized housing and service plan, including planning a path to permanent housing stability; and

	Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.
Financial Assistance (w/ prior approval for arrears)	Payment of rental arrears: HOME-ARP funds may be used for a one-time payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing

### HOME-ARP Homelessness Prevention Program

The City will also utilize HOME-ARP supportive services to prevent returns to homelessness among households At Risk of Homelessness {QP2} and those Requiring Services or Housing Assistance to Prevent Homelessness {QP4}. The below Homelessness Prevention services can be used to help qualifying populations regain stability in their current housing or move to other housing to achieve stable housing.

Housing search and counseling	Development of an action plan for locating housing;
	Housing search;
	Tenant counseling;
	Making moving arrangements;
	Outreach to and negotiation with owners;
	Assistance submitting rental applications and understanding leases;
	Assessment of housing for compliance with HOME-ARP requirements for TBRA assistance;
	Tenant counseling;
	Mediation with property owners and landlords on behalf of eligible program participants;
	Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
	Payment of rental application fees.
Landlord/Tenant Liaison	Landlord outreach;
	Physical inspections and rent reasonable studies as needed to secure units;
	Mediation services in for housing issues that may arise between owner, property manager, or other residents and clients;
	Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing.
Case Management	Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
	Counseling;
	Developing, securing, and coordinating services;
	Using a centralized or coordinated assessment system that complies with the requirements of HOME ARP expanded coordinated entry;
	Obtaining federal, State, and local benefits;
	Monitoring and evaluating program participant progress;
	Providing information and referrals to other providers;
	Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
	Developing an individualized housing and service plan, including planning a path to permanent housing stability; and

	Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.
Financial Assistance	Rental application fees: Rental housing application fee that is charged by the owner to all applicants.
	Security deposits: A security deposit that is equal to no more than 2 months' rent. This assistance is separate and distinct from the provision of financial assistance for the First and Last Month's rent provided under this section and cannot be used to duplicate those costs.
	Utility deposits: HOME-ARP funds may pay for a standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided) for all program participants for the following utilities: Gas, Electric, Water, Sewer
	Utility payments: HOME-ARP funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
	Moving costs: HOME-ARP funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under this section of the Notice and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
	First and Last month's rent: If necessary to obtain housing for a program participant, HOME-ARP funds may be used to make a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance must not exceed two month's rent and must be tracked for the purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive. This assistance is separate and distinct from financial assistance for Security Deposits provided under this section and cannot be used to duplicate those costs.
	Payment of rental arrears: HOME-ARP funds may be used for a one-time payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.
Short/Medium term financial assistance for rent	Short-term means up to 3 months.
	Medium-term means more than 3 months but not more than 24 months.



## Discretion to Set Caps and Conditions

The City will not set a maximum dollar amount program participants may receive for each type of service.

The provision of any financial assistance should be "needs-based," meaning that subrecipients or contractors should determine the amount of assistance, based on the minimum amount needed to maintain housing stability in the near term. This will allow the City of Springfield to use program resources efficiently and meet the unique needs of the program participants. Program participants receiving assistance must provide notification regarding changes to household income, household composition, or other circumstances that may impact the need for assistance.

## 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.

## Duplication of services or assistance

A duplication of service or assistance occurs when an individual or family, receives financial assistance or supportive services from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The amount of the duplication is the amount of assistance provided in excess of need.

Steps for completing the duplication of service or assistance analysis:

1. Assess Need: Determine the amount of need {total cost} or service need.
2. Determine Assistance: Determine the amount of assistance that has or will be provided from all sources to pay for the cost.
3. Calculate Unmet Need: Determine the amount of assistance already provided compared to the need to determine the maximum HOME-ARP award {unmet need}.
4. Document Analysis: Document calculation and maintain adequate documentation justifying determination of maximum award.

Subrecipient or contractors must document their analysis and include a copy of this in the project participant file. This may include the use of systems such as Homeless Management Information Systems {HMIS} in coordination with local supportive service providers, CoCs, and other nonprofit organizations.

## Documentation of Supportive Services

Before providing services to a qualifying household, subrecipients and/or contractors must obtain the necessary documentation to demonstrate it is an eligible cost. The eligible services and required documentation are listed in the charts above.

For detailed information on documentation for each supportive service activity, see [Appendix M: Documentation of Eligible Costs](#).

## Specific Supportive Services Policies

### Case Management

### Short-term and medium-term financial assistance for rent

Subrecipients or contractors may provide rental assistance to a program participant for a **maximum of 24 months within a 3-year timeframe**. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. Assistance with any portion of rent during a month counts as a month toward the 24-month limit.

The 24 months of rental assistance over a three-year period apply to the total assistance an individual receives, either as an individual or as part of a family.

Each program participant receiving financial assistance for rental payments must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. See [Lease](#) section for more details.

A program participant who receives short-term or medium-term financial assistance for rent may select a housing unit in which to live and/or may move to another unit or building and continue to receive rental assistance, if the program participant continues to meet the program requirements and the unit selected meets applicable FMR and rent reasonableness criteria. Funds *may not* be used to pay damage costs incurred by the tenant.

The rental assistance to move into a unit or to stabilize into an existing unit cannot exceed the actual rental cost, which must comply with HUD's standard of rent reasonableness and at or below Fair Market Rents {FMR} for the area.

### Rent Restrictions

Whether a household is seeking to maintain current housing or relocate to another unit to avoid homelessness units must meet two standards:

1. [Fair Market Rent](#) {FMR}; and
2. [Rent reasonableness](#).

The subrecipient or contractor shall comply with Rent Reasonableness and Fair Market Rent {FMR} requirements for short-term and medium-term financial assistance for rent.

The subrecipient is required to maintain adequate documentation that supports compliance with Rent Reasonableness and FMR requirements. Additionally, program participants must be informed of their rights and obligations under this policy.

- If the **gross rent is at or below both the FMR and the rent reasonableness standard** for a unit of comparable size, type, location, amenities, etc., HOME-ARP funds may be used to pay the rent amount for the unit.
- If the **gross rent for the unit exceeds either the rent reasonableness standard or FMR**, HOME ARP recipients are prohibited from using HOME-ARP funds for **any** portion of the rent, even if the household is willing and/or able to pay the difference.

### Fair Market Rent (FMR)

HUD establishes FMRs {Fair Market Rent} to determine payment standards for HUD-funded programs that provide rental assistance. FMRs are updated and published annually and can be accessed at [Fair Market Rents {40th PERCENTILE RENTS} I HUD USER](#). Federal law requires that HUD publish final FMRs for use in any fiscal year on October 1–the first day of the federal fiscal year.

Subrecipients must use the most current FMR published for their geographic area and document FMR for all units where HOME ARP Supportive Services funds are used.

When determining if a unit meets FMR, consider the entire housing cost: rent plus the cost of utilities that are the tenant's responsibility {determined in the lease}. Utility costs may include gas, electricity, water, sewer, and trash.

- Telephone, cable or satellite television service, and internet service are not included in FMRs, and are not allowable costs.
- FMR also does not include pet fees or late fees that the program participant may accrue for failing to pay the rent by the due date established in the lease.

Local Public Housing Authorities {PHA} typically publish utility schedules and monthly utility allowances based on unit type {apartment, single family}. [utilityAllowances.pdf {springfieldhousingauthority.org}](#)

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

#### Calculating the GROSS RENT AMOUNT

To calculate the gross rent of a unit that is being tested by the FMR standard:

$$\begin{array}{r} \text{Total contract rent amount of the unit.} \\ + \\ \text{Any fees required for occupancy under the lease \{excluding late fees and pet fees\}} \\ + \\ \text{Monthly utility allowance* \{excluding telephone, cable/TV service, and Internet services\} established by local PHA.} \\ = \\ \text{Gross Rent Amount} \end{array}$$

**\*Note:** The monthly utility allowance is added only for those utilities that the tenant pays for separately {for more information on utility allowances established by the local public housing agency {PHA}, see 24 CFR § 982.517}. The utility allowance does not include telephone, cable or satellite television service, and internet service. If all utilities are included in the rent, there is no utility allowance.

#### Determining and Documenting FMR

Subrecipients and contractors must ensure and document that the rent for units assisted under the HOME ARP Supportive Services does not exceed current HUD-published FMRs for Springfield, IL MSA. [Fair Market Rents {40th PERCENTILE RENTS} | HUD USER](#)

To document the FMR, subrecipients should print and place in case files a copy of the FMR data for that participant's unit size and geographic area. The City will audit files annually to ensure that FMRs are being calculated correctly and documented in the file.

## Rent Reasonableness

In addition to FMR, HUD uses a second standard to determine rental rates for programs called rent reasonableness. Rent reasonableness standard ensures that rents being paid by HUD programs are reasonable in relation to rents being charged for comparable unassisted units in the same market.

- For units within the FMR limit, if a **rent reasonableness determination supports a lower rent than the advertised rent**, then HOME ARP funds may not be used to rent the unit {unless the landlord is willing to lower the rent}. However, as with FMR, HOME ARP funds could be used to assist the program participant to move to a different unit that meets both the FMR and rent reasonableness standards.
- For units within the FMR limit, if the **rent reasonableness determination supports the advertised rent** {and is within the FMR limit}, rental assistance with HOME ARP funds may be provided for the unit.

## Determining and Documenting Rent Reasonableness

Subrecipients should determine rent reasonableness by considering the following:

- Location **(must be within the City of Springfield)**
- Quality {insert example} updated bathrooms, renovated kitchen?
- Size {number of bedrooms}
- Type {single family home, apartment, duplex}
- Age of the unit {or if unit has been renovated}
- Amenities provided by owner
- Maintenance provided by owner or required by tenant
- Utilities to be provided by the owner.

A market study of rents charged for units of different sizes in different locations or a review of advertisements for comparable rental units can be used to determine comparable rents.

To document, a case file may include the unit's rent and description, a printout of three comparable units' rents, and evidence that these comparison units shared the same features {location, size, amenities, quality, etc.} Subrecipients must use the [Rent Reasonableness Checklist and Certification form](#) for documenting comparable rents and ensure that they are followed when documenting rent reasonableness in the case file.

## CoC Leasing and Rental Assistance Requirements - Rent Reasonableness - HUD Exchange

Subrecipients must have a procedure in place to ensure rent reasonableness and FMR compliance are documented prior to issuance of rental assistance payments. Developed policies and procedures must be transparent and consistently applied, and lead to decisions that comply with HOME-ARP requirements.

## Lead based paint assessment

Copies of the Lead-Based Paint regulations can be obtained by downloading it from the HUD Office of Lead Hazard Control web site at [https://www.hud.gov/program\\_offices/healthy\\_homes](https://www.hud.gov/program_offices/healthy_homes).

Under HOME-ARP, a [lead-based paint visual assessment](#) must be completed for all units that meet all of the three following conditions:

- The household living in the unit is being assisted with HOME-ARP financial assistance {rent assistance, utilities assistance, utility/security deposits, or arrears}; and
- The unit was constructed prior to 1978; and
- A child under the age of six is or will be living in the unit.

Under HOME-ARP, the lead requirements apply regardless of whether a household is remaining in an existing unit or moving to a new unit. The visual assessment must be completed prior to HOME-ARP assistance being provided, and annually thereafter.

Grantees are responsible for ensuring that property owners and managers meet the lead-based paint requirements. It may be helpful for grantees to think about the requirements in two categories:

- I. **Disclosure requirements:** Disclosure requirements are triggered for ALL properties constructed prior to 1978. These requirements require that lessors {property owners or managers} provide tenants with:
  - HUD's disclosure form for rental properties disclosing the presence of known and unknown lead-based paint; and
  - A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available at:

[https://www.hud.gov/program\\_offices/healthy\\_homes/enforcement/disclosure](https://www.hud.gov/program_offices/healthy_homes/enforcement/disclosure)

- II. **The Visual Assessment and Beyond:** Visual assessments for HOME-ARP funded units are only triggered under certain circumstances:
  - The leased property was constructed before 1978; and
  - A child under the age of six will be living in the unit occupied by the household receiving HOME-ARP assistance.

Depending on the results of the visual assessment, additional steps may be required before assistance can be provided for that unit.

#### [Exceptions to the lead-based paint rule](#)

There are certain exceptions to the rule. Visual assessments by HOME-ARP subrecipient or contractor staff are not triggered under the following circumstances:

- It is a zero-bedroom or SRO-sized unit;
- X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- The client is receiving Federal assistance from another program, where the unit has already undergone a visual assessment within the past 12 months – e.g., if the client has a Section 8 voucher and is receiving HOME-ARP assistance for a security deposit or arrears {note, in such cases, obtain documentation that a visual assessment has been conducted from the agency administering the other form of assistance for the program participant file}; or
- It meets any of the other exemptions described in 24 CFR Part 35.115{a}.

#### [Lease](#)

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.

New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in 24 CFR 92.359 apply to this financial assistance.

Each lease executed on or after December 16, 2016 must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L {Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking}, as supplemented by 24 CFR 576.409, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005{b} and {c}.

**Special Considerations for Rental Arrears:** When the assistance is solely for arrears, *an oral lease agreement may be accepted in place of a written lease*, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks.

#### Rental Assistance Agreement

When providing rental assistance under both the Homelessness Prevention and McKinney-Vento components of the HOME-ARP program, the subrecipient must make payments directly to the housing owner and assistance may only be provided in cases where a rental assistance agreement is in place between the subrecipient and owner.

The rental assistance agreement required between the subrecipient, and property owner **must** set forth the terms under which the rental assistance is being provided. It *must at least* include the following:

- a} A provision requiring the owner to give the subrecipient or contractor a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant, as indicated in §576.106{e}}; the owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action.
- b} The same payment due date, grace period, and late payment penalty requirements as the program participant's lease;
- c} Each financial assistance agreement that is executed or renewed must comply with the requirements in [24 CFR 92.359 VAWA requirements](#).

**Special Considerations for Rental Arrears:** Even when the assistance is solely for arrears, a rental assistance agreement is required, because rental arrears are considered rental assistance. For payments of rental arrears, the agreement should provide the amount paid by the subrecipient, include the number of months of arrears paid, and any other terms and conditions of the payment. The agreement should reflect the evidence/documentation used to justify that the arrears are an eligible payment.

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

- a} The program participant moves out of the housing unit for which the program participant has a lease;
- b} The lease terminates and is not renewed; or
- c} The program participant becomes ineligible to receive HOME-ARP rental assistance.

#### Late Payments

The subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The subrecipient is solely responsible for paying late payment penalties that it incurs with non-HOME-ARP funds.

#### Habitability (new units only)

When HOME-ARP Short-Term and Medium-Term Rental Assistance are provided under the Supportive Services component to help a program participant move into permanent housing, the minimum habitability standards apply to a **new unit**. The habitability standards apply to the unit and **must be documented in the program participant's record**.

The unit into which the program participant is moving must be inspected before the program participant signs the lease and before the recipient/subrecipient provides any HOME-ARP rental assistance specific to the unit into which the program participant will be moving.

The habitability inspection can be done virtually using web cameras and/or current digital photos taken of all required areas. Documentation must be kept in the program participant record. A sample checklist is located in [Appendix j](#).

## Termination of Services

HOME-ARP projects and should seek to avoid terminating program participants whenever possible and only in the most severe cases. When participants must be terminated from a project, every effort should be made to ensure that the household does not exit into homelessness.

**Termination of assistance:** The subrecipient or contractor may terminate assistance to a program participant who violates program requirements, conditions of occupancy, or no longer needs the services as determined by consultation with the City.

Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same individual or family.

**Due process:** In terminating assistance to a program participant, the subrecipient or contractor 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:

- a) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
- b) Written notice to the program participant containing a clear statement of the reasons for termination;
- c) 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
- d) Prompt written notice of the final decision to the program participant.

**Hard-to-house populations:** Subrecipients that are providing supportive services for hard-to-house populations of the qualifying populations must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases.

Throughout the process, program participants must be provided with effective communication and accessibility, including providing reasonable accommodations and meaningful access to persons with Limited English Proficiency.

## Supportive Services Project Specific Records

- Records demonstrating that each **qualifying household is eligible** for HOME-ARP assistance based on the requirements.
- Records demonstrating that each household qualifying as **homeless**, records that meet the requirements in 24 CFR 576.500{b}{1}, {2}, {3}, or {4}, as applicable
  - Youth aged 24 and under **must not be required** to provide third-party documentation to show they are homeless to receive any shelter, housing, or services for which ESG or CoC Program funds may be used to supplement the HOME-ARP assistance.
- Records demonstrating that each household qualifying as "**at risk of homelessness**," records that meet the requirements in 24 CFR 576.500{c}{1} or {2}, as applicable, and include the following documentation of annual income:
  - Income evaluation form containing the minimum requirements specified by HUD
  - Source documents for the assets held by the household and income received over the most recent period for which representative data is available before the date of the evaluation
  - To the extent that source documents are unobtainable, a written statement by the relevant third party {e.g., employer, government benefits administrator} or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the household received over the most recent period for which representative data is available;

- To the extent that source documents and third-party verification are unobtainable, the written certification by the household of the amount of income the household received for the most recent period representative of the income that the household is reasonably expected to receive over the 3-month period following the evaluation.
- Record documenting assessment of **Duplication of Assistance**.
- Records of all **leases, subleases, and financial assistance agreements** for the provision of rental payments, **documentation of payments** made to owners, HOME-ARP sponsor, or qualifying households for the provision of financial assistance for rental payments, and supporting documentation for these payments, including dates of occupancy by qualifying individuals and families.
- Records that document the **monthly allowance for utilities** {excluding telephone} used to determine compliance with the rent restriction.
- Records of the **types of services provided** and the **amounts spent** on these services.



## Homeless Prevention Services File Checklist

### Supportive Services Program Participant Files

#### ☐ Intake form

- Records demonstrating that each qualifying household as homeless or at risk of homelessness for determining eligibility of supportive service type.

#### ☐ QP Eligibility Checklist and supporting documentation.

#### ☐ Record documenting assessment of Duplication of Assistance

#### ☐ Individualized housing and service plan, including planning a path to permanent housing stability

#### ☐ Signed and dated acknowledgment of receipt of Program Rules

#### ☐ Signed and dated acknowledgement of receipt of Termination of Assistance policy.

### Termination Documentation

#### ☐ Copy of written notice to program participants containing clear statement for the reasons for termination

#### ☐ Any written or notes from oral objections during review process

#### ☐ Copy of prompt notice of final decision

*All documents must include how program participants can request and receive reasonable accommodation and language assistance.*

### Supportive Service Documentation

Based on the type of supportive service assistance a household or individual receives, participant files must include the below documentation.

#### ☐ Documentation of eligible costs for services received by QP household.

#### ☐ Monthly print out of services provided to QP household and the amount of funds spent on these services.

- Households receiving short- and or medium-term rental assistance: the maximum allowable assistance is **24 months within a 3-year timeframe.**

### Financial Assistance Documentation

#### ☐ Records of legally binding lease or sublease {new leases must have initial term of 1 year}.

- Legally binding written lease. {not required for arrears only}
- Must be between owner and program participant.
- Must include lease requirements under VAWA.

#### ☐ Rental assistance agreements with landlord. Must be between subrecipient and owner of property and must include:

- Terms in which rental payments will be provided including same due date, grace period and late payment penalty requirements as the program participant's lease;
- A provision requiring the owner to give the subrecipient or contractor a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant, as indicated in §576.106{e}}; the owner must serve written notice upon the program participant **at least 30 days before** termination of tenancy specifying the grounds for the action.

- Each financial assistance agreement that is executed or renewed must comply with the requirements in [24 CFR 92.359 VAWA requirements](#).

- ☐ Record that unit meets Fair Market Rent
- ☐ Record that unit meets Rent Reasonableness
- ☐ Documentation of habitability standards and Lead Based Paint standards.
- ☐ Monthly utility allowance documentation for utility to determine compliance with rent restriction.

## Record Keeping

Subgrantees and/or contractors follow all written procedures to ensure compliance with recordkeeping requirements. Subrecipients/contractors are subject to program monitoring and must make documentation available as requested to ensure eligibility for program participation is clearly demonstrated.

## Documenting Qualifying Populations

Subgrantees/contractors are required to maintain records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations.

Subrecipients and contractors are encouraged to utilize the [HOME-ARP Qualifying Population Eligibility Checklist](#) to determine if a household meets the QP eligibility for HOME-ARP funded supportive services. Supporting documentation must be collected and retained verifying program participants meet the criteria for one or more of the QP definitions at the time of receiving services. All documentation must be included in the program participant's file.

Acceptable document{s} in order of preference: third-party documentation first; intake worker observations second; and certification from the person seeking assistance third.

## Confidentiality

All records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP assistance must be kept secure and confidential. Often files contain Personally Identifiable Information {PII} that must be kept confidential.

It is the policy of THE CITY that subrecipients/contractors must follow the below practices for ensuring confidentiality.

1. **Limit Collection:** Do not collect PII unless you need it to meet a requirement.
  - a. When you collect PII, only collect the information you need.
  - b. Make sure you are authorized to collect the PII you are collecting. Authorization can come either from an internal authority {e.g. your supervisor}, an external authority {e.g. a statute or regulation, written standards}, or your organizational obligations {e.g., contracts, non-disclosure, and confidentiality agreements}.
2. **Manage Access:** Only share or discuss PII on a 'need to know' basis.
  - a. Never discuss or release PII without authorization. Before discussing PII over the telephone or a video call, confirm that you are speaking to the right person and inform them that the conversation will include PII.
  - b. Avoid discussing PII if there are people around who are not authorized to hear it.
  - c. Hold meetings where PII might be discussed in secure spaces. Treat meeting minutes and notes as confidential until and unless you can verify that they do not contain PII. For meetings that do include PII: record their date, time, place, subject, chair, and attendees.
  - d. Do not leave PII in a voicemail.
  - e. Do not text PII.
  - f. Do not send PII via unencrypted email or between email servers that do not share security protocols.
3. **Protecting Physical Files:** Clearly label all files containing PII.
  - a. Store all files in lockable storage containers {e.g., lockable file cabinets}. Lock them when not in use.
  - b. Do not leave PII in open areas unattended.
  - c. Do not access records containing PII except in work areas that are secure.
  - d. Develop a centralized record of where PII is stored.
  - e. Treat external digital media {e.g., thumb drives, external hard drives} the same as physical files.
4. **Protecting Electronic Files:** Develop a policy that specifies where files containing PII will be stored in your digital filing system.

- a. Include information regarding when and how you will periodically check that PII is being stored in accordance with the policy.
  - b. Clearly distinguish between files that do and do not contain PII.
  - c. Consult with your organization's information technology experts to deploy appropriate security measures {e.g., file and digital media encryption, two factor authentication, limiting which users can access files containing PII}.
5. **Additional File Protection Guidance:** Do not remove PII from authorized facilities without approval from an appropriate party {preferably in writing}.
- a. Do not use interoffice or translucent envelopes to send PII within or between agency facilities; instead, use sealable {and sealed} envelopes marked to the recipient's attention. Double wrap any envelopes sent through via the United States Postal Service {USPS} or equivalent service and mark them as confidential to the recipient's attention.
  - b. Require a signature from the recipient when sending PII via courier or equivalent service.
6. **Electronic Transmissions of PII:**
- a. When faxing PII: use date stamps, confirm the recipient's fax number, confirm the recipient is available to receive the fax, and confirm that they receive the fax. Also, ensure that your fax machine does not store a record of the transmission that renders PII retrievable, shred your physical copy of the transmission once you have confirmed it arrived, and, whenever possible, use a fax machine with a secure transmission line.
  - b. When emailing PII: confirm the recipient's email address, confirm receipt of the email, and whenever possible, send PII exclusively between two secure {encrypted} email servers. {Consult with your organization's information technology experts if you are not sure.} If you must send PII to an unencrypted email server, ensure that the PII is contained within an encrypted file attached to the email. Do not store PII on shared drives, calendars, your intranet, or any unsecure or publicly accessible location on the internet.
7. **Record Management, Retention, and Disposal:** Do not maintain records for longer than required {by statute, regulation, or contract} unless there is a compelling reason to do so and unless the extended period of retention is approved by the appropriate person within your agency.
- a. Once you have determined that a record can be disposed of, destroy the record permanently.
  - b. Physical records should be shredded. Electronic records should be permanently erased; for more information about how to permanently erase an electronic record, consult your information technology experts.

HOME-ARP is subject to the VAWA protections contained in 24 CFR Part 5, Subpart L. Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking requires all grantees and subgrantees follow all applicable confidentiality requirements. Any information submitted the subgrantee/contractor and THE CITY, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking {confidential information}, shall be maintained in strict confidence.

All information submitted by survivors, including status as a survivor, must be maintained in confidence. Subrecipients/contractors must ensure that employees of the agency, landlord{s}, or owner do not have access to the information unless explicitly authorized to carry out the work.

Cannot ask for PII as a condition of providing housing or related housing services.

Cannot enter the information into HMIS or any shared database even if it has been encoded, encrypted, hashed, or otherwise protected

Cannot disclose the information to any other entity unless:

- Survivor has given informed, written, time-limited consent
- Required for use in eviction proceeding or hearing regarding termination of assistance
- Otherwise required by law

### Period of record retention

All records pertaining to HOME-ARP funds must be retained for a period of five years.

### Access to records

The PJ must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws and any other applicable grant conditions from other federal grant programs regarding privacy and obligations of confidentiality. No PII must be shared with the public. Subgrantees/contractors may use a unique Program Identifier code as a way to identify participant.

### Homeless Management Information System

The Homeless Management Information System {"HMIS"} is a secure, electronic data collection system used to determine the nature and extent of homelessness. Data regarding all homeless individuals assisted with the Program's grant funds must be entered into the Heartland Housed HMIS.

The subrecipient is required to enter participant data at intake and upon discharge of the program, at a minimum, for all participants. The recipient is encouraged to utilize the other features of HMIS such as case notes, service tracking, and reporting functions. The data required for entry into HMIS includes at least the following data elements: Name, Social Security Number, Date of Birth, Race, Ethnicity, Gender, Veteran Status, Disabling Condition, Residence Prior to Entry, Zip Code, Length of Stay at Previous Residence, Housing Move-in Date, and Exit Destination. The recipient agrees to collect any other data elements as the City directs. For HMIS assistance or to get registered to use the system, please contact the HMIS Help Desk

## Appendix A: Place Value Scoring Model

PLACE VALUE SCORING GROUP		PLACE VALUE CRITERIA		SCORE
<div>HOUSEHOLD TYPE</div> <div>ten thousands</div> <div>Use open ended questions to identify the Place Score Criteria that most closely represents the applicant's family situation, and enter the # that represents it</div>	Adults Only	Single adult head of household	10,000	
		Household with more than one adult	20,000	
	Adults with Children	Household with adults and children	30,000	
		Household with children under 5 and/or pregnant adult	40,000	
	Youth Singles and Families	Single transitional age youth age 18-24	50,000	
		Unaccompanied youth head of household age 17 or younger	60,000	
		Parenting/Pregnant youth aged 24 and under	70,000	
	Unsafe Situations	Single household that scored "High Risk" on DV Indicator	80,000	
		Family household that scored "High Risk" on DV Indicator	90,000	
<div>LIVING SITUATIONS</div> <div>thousands</div> <div>Ask the applicant about their typical nighttime residence, or where they will spend the night.</div>	Imminent Risk of Homelessness	<div>- own home, rental or other family housing, faced with eviction/foreclosure</div> <div>- hotel, temporary rental requiring ongoing payment</div> <div>- doubled up/couch surfing/living with friends</div>	1,000	
	Potentially literally/multi-system engagement	<div>- medical or behavioral health inpatient care facility(s)</div> <div>- prison/jail/detention facility</div>	2,000	
	Literally Homeless	<div>- transitional housing/shelter</div> <div>- Emergency Shelter (includes hotel paid by agency)</div> <div>- place not meant for habitation, outdoors, cars, vacant buildings, tents, etc..</div>	3,000	
	Potentially Chronically Homeless	<div>- disabling condition and</div> <div>- literally homeless for twelve months (continuous or on 4 separate occasions in last 3 years)</div>	4,000	
<div>LENGTH OF TIME HOMELESS CONVERSATION</div> <div>Ask the applicant about their experience of homelessness. Log dates, contacts or stays not already logged into HMIS on homeless history and any info pertaining to barriers and risks and health issues.</div>				
<div>LENGTH OF TIME HOMELESS</div> <div>hundreds</div> <div>Ask the client about the total length of time they have experienced homelessness. Use the scale to determine the closest amount of homeless history.</div>	0-6 Months		100	
	6-12 Months		200	
	12-18 Months		300	
	18-24 Months		400	
	More than 2 years but under 3 years		500	
	More than 3 years but under 4 years		600	
	More than 4 years but under 5 years		700	
	More than 5 years		900	

PLACE VALUE SCORING GROUP	PLACE VALUE CRITERIA		
<p><b>RISKS AND BARRIERS</b></p> <p><i>Tens and Ones</i></p> <p>Ask the clients the questions in this section. Enter the number for their score for each item in the far-right box. Total all the numbers and list that in the far-right box. This can go into 2 digits.</p>	Would you say your health is Excellent/Good/Fair/Poor? Fair or Poor = 1	1	
	Thinking about your physical health (physical illness, injury) for how many days during the last 30 days was your physical health not good? 15 or more = 1	1	
	Thinking about your mental health (stress, depression, and problems with emotions) for how many days during the last 30 days was your mental health not good? 15 or more = 1	1	
	During the past 30 days, how many days did poor physical or mental health keep you from doing your usual activities, such as self-care, work or recreation? 15 or more = 1	1	
	Do you have any disabilities or chronic medical conditions? Do you have more than 1? 1 = 1, 2 or more = 2	1 / 2	
	In the past 6 months, how often have you felt unsafe where you are currently living? Almost Never/Sometimes/Often? Sometimes or Often = 1	1	
	In the past 6 months, how often have you been physically hurt by another person? Almost Never/Sometimes/Often? Sometimes or Often = 1	1	
	In the past 6 months, how often have you been emotionally hurt or been controlled by someone living with you? Almost Never/Sometimes/Often? Sometimes or Often = 1	1	
	Have you been arrested, or have you spent a day in jail in the past 6 months? Yes = 1	1	
	Have you gone to the Emergency Room in the past 6 months? Yes = 1	1	
	Have you been admitted to or stayed overnight at a hospital for medical reasons in the past 6 months? Yes = 1	1	
	Have you been admitted to or stayed overnight at a hospital or other facility for psychiatric reasons in the past 6 months?	1	
	Has someone ever forced, manipulated, or asked you to do something sexually or non-sexually in return for paying a debt, for money, or for promises of compensation, security, or a place to stay? Yes = 1	1	
	<b>ADD ALL 5 PLACE VALUE SCORES TO CALCULATE HOUSING SCORE TOTAL</b>		



## Appendix B: HOME-ARP Homelessness Prevention Prioritization

PLACE VALUE SCORING GROUP		PLACE VALUE CRITERIA	SCORE	
<b>HOUSEHOLD TYPE</b>  <i>ten thousands</i> Use open ended questions to identify the Place Value Criteria that most closely represents the applicant's family situation, and enter the # that represents it	Adults Only	Single adult head of household	10,000	<b>Informational only. Do not calculate as part of the prioritization</b>
		Household with more than one adult	20,000	
	Adults with Children	Household with adults and children	30,000	
		Household with children under 5 and/or pregnant adult	40,000	
	Youth Singles and Families	Single transitional age youth age 18-24	50,000	
		Unaccompanied youth head of household age 17 or younger	60,000	
		Parenting/Pregnant youth aged 24 and under	70,000	
	Unsafe Situations	Single household that scored "High Risk" on DV Indicator	80,000	
		Family household that scored "High Risk" on DV Indicator	90,000	
<b>URGENCY OF HOUSING SITUATION</b>  <i>thousands</i>  Ask the applicant about the urgency of their potential housing loss.	Current housing loss expected within.	22+ days	1,000	
		14-21 days	2,000	
		7-13 days	3,000	
		0-6 days	4,000	
<b>EVICTON HISTORY</b>  <i>hundreds</i> Ask the client about their rental eviction history within the past 7 years.  NOTE: Only include formal eviction actions (i.e., Notice to Quit) taken by a landlord due to lease non-compliance and that ultimately resulted in loss of rental housing.	Currently at risk of losing a tenant-based housing subsidy or housing in a subsidized building or unit. OR Are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, AND will need additional housing assistance or supportive services to avoid a return to homelessness.		100	
	1 prior rental eviction		200	
	2-3 prior rental evictions		300	
	4 or more prior rental evictions		400	
<b>INCOME LEVELS</b>  <i>Hundreds</i> Annual Household Gross Income Amount (select only one)	30-50% of AMI for household size		100	
	15-30% of AMI for household size		200	
	0-14% of Area Median Income (AMI) for household size		300	
	Current household income is \$0 (i.e., not employed, not receiving cash benefits, no other current income)		400	

PLACE VALUE SCORING GROUP	PLACE VALUE CRITERIA		
<p>RISKS AND BARRIERS</p> <p><i>Ones</i></p> <p>Ask the clients the questions in this section. Enter the number for their score for each item in the far-right box. Total all of the numbers and list that in the far-right box.</p>	Sudden and significant decrease in cash income (employment and/or cash benefits) AND/OR unavoidable increase in non-discretionary expenses (e.g., rent or medical expenses) in the past 6 months	1	
	History of Literal Homelessness	1	
	<p>Are you currently living in a housing situation that is "overcrowded."</p> <p><i>Overcrowding - More than 1 person per room.</i></p> <p><i>Severe overcrowding - More than 1.5 persons per room.</i></p>	1	
	Has moved multiple times in the past 12 months due to economic hardship.	1	
	<b>ADD ALL 4 PLACE VALUE SCORES TO CALCULATE HOUSING SCORE TOTAL</b>		
	<p><b>HIGH:</b></p> <p><b>MEDIUM</b></p> <p><b>LOW</b></p>		

## Appendix C: Eligible Costs for TBRA

## Tenant Based Rental Assistance

HOME-ARP funds may be used to pay for up to 100% of the below eligible costs.

Eligible cost	Description
Rental assistance	Up to 100% of the monthly rental cost for a housing unit that meets the HOME-ARP requirements.
Security deposit payments	<p>HOME-ARP TBRA funds can be used to provide <b>grants</b> to qualifying households for security deposits for rental units regardless of whether the PJ provides any other HOME-ARP TBRA assistance.</p> <p>The amount of funds that may be provided for a security deposit may not exceed the equivalent of two months' rent for the unit.</p>
Utility deposit assistance	Utility deposit assistance is an eligible cost only if rental assistance or a security deposit payment is provided.
Project Delivery Costs.	<p>Staff and overhead costs directly related to carrying out rental assistance such as unit inspections, eligibility determinations, costs of processing rental payments.</p> <p>Otherwise, all other costs associated with the administration of HOME-ARP TBRA is an eligible cost only if executed in accordance with general management oversight and coordination at <a href="#">24 CFR 92.207{a}</a>.</p>

## Appendix D: Eligible Costs for Supportive Services

## Supportive Services

Any individual or family who meets the HOME-ARP qualifying population criteria is eligible to receive assistance through a HOME-ARP supportive services program/project.

HOME-ARP funds may be used to provide a broad range of supportive services to members of HOME-ARP qualifying populations as a standalone activity or in combination with other HOME-ARP activities. Subrecipient or contractors and contractors are encouraged to consider providing a combination of eligible supportive services based on the specific needs of qualifying households.

The City of Springfield will authorize two of the three categories of HOME-ARP supportive services outlined in the Notice.

1. McKinney-Vento Supportive Services
2. Homelessness Prevention Services

McKinney-Vento Supportive Services	Homelessness Prevention Services
<p>McKinney-Vento Supportive Services are intended to support eligible individuals or households in ending their homelessness by moving into housing. McKinney-Vento Supportive Services, therefore, may only be provided to individuals and households who <b>meet the criteria under QP1 or part of QP3</b> (<i>those who are experiencing literal homelessness</i>).</p> <p>This includes individuals and households who are temporarily housed in emergency shelter or transitional housing.</p>	<p>Homelessness Prevention Services are intended to support eligible individuals or households to regain stability in their current housing or to move to other housing to achieve stability. Homelessness Prevention Services, therefore, may only be provided to individuals and households <b>who meet the criteria under QP2, 3, and 4 and are housed</b>.</p> <p>This includes individuals and households who are housed through a rapid re-housing program or other resource that is temporary.</p>

### Eligible Costs McKinney-Vento and Homelessness Prevention

Eligible costs under McKinney-Vento Supportive Services and Homelessness Prevention Services categories include costs associated with the following services:

Eligible Service	Definition
Childcare	<p>The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.</p> <p>The following conditions apply:</p> <ul style="list-style-type: none"> <li>• The childcare center must be <b>licensed</b> by the jurisdiction in which it operates.</li> <li>• Children must be <b>under the age of 13</b> unless the children have a disability.</li> <li>• Children with a <b>disability must be under the age of 18</b>.</li> </ul>
Education services	<p>The costs of improving knowledge and basic educational skills are eligible costs including:</p> <ul style="list-style-type: none"> <li>• Instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development {GED}.</li> <li>• Screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.</li> </ul>

Employment assistance and job training	<p>The costs of establishing and/or operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.</p> <ul style="list-style-type: none"> <li>• Learning skills include those skills that can be used to <b>secure and retain a job</b>, including the acquisition of vocational licenses and/or certificates.</li> <li>• Services that assist individuals in securing employment consist of: employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; and books and instructional material; counseling or job coaching; and referral to community resources.</li> </ul>
Food	The cost of providing meals or groceries to program participants is eligible.
Housing search and counseling services	<p>Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible. Services are:</p> <ul style="list-style-type: none"> <li>• Development of an action plan for locating housing;</li> <li>• Housing search;</li> <li>• Tenant counseling;</li> <li>• Securing utilities;</li> <li>• Making moving arrangements;</li> <li>• Outreach to and negotiation with owners; • Assistance submitting rental applications and understanding leases;</li> <li>• Assessment of housing for compliance with HOME-ARP requirements for TBRA assistance in Section VI.C of this Notice and financial assistance for short-term and medium-term rental payments provided under Section VI.D.4.c.i.{R} below;</li> <li>• Assistance obtaining utilities; and</li> <li>• Tenant counseling;</li> <li>• Mediation with property owners and landlords on behalf of eligible program participants;</li> <li>• Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and</li> <li>• Payment of rental application fees;</li> <li>• Other Housing counseling costs, as defined in 24 CFR 5.100, funded with, or provided in connection with grant funds must be carried out in accordance with 24 CFR 5.111.</li> </ul>
Legal services	<p>Eligible costs are the fees charged by licensed attorneys and by person{s} under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing.</p> <ul style="list-style-type: none"> <li>• Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.</li> </ul>



	<ul style="list-style-type: none"> <li>• Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are prohibited.</li> <li>• Services may include client intake, receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.</li> <li>• Fees based on the actual service performed {i.e., fee for service} are also eligible, but only if the cost is less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient or contractor is a legal services provider and performs the services itself, the eligible costs are the subrecipient or contractor's employees' salaries and other costs necessary to perform the services.</li> </ul>
Life skills training	<p>The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, dating violence, sexual assault, stalking, human trafficking, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Life skills training includes:</p> <ul style="list-style-type: none"> <li>• the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.</li> </ul>
Mental health services	<p>Eligible costs are the direct outpatient treatment of mental health conditions that are <b>provided by licensed professionals</b>.</p> <ul style="list-style-type: none"> <li>• Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.</li> <li>• Services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.</li> </ul>
Outpatient health services	<p>Eligible costs are the direct outpatient treatment of medical conditions <b>when provided by licensed medical professionals</b> including:</p> <ul style="list-style-type: none"> <li>• Providing an analysis or assessment of a program participant's health problems and the development of a treatment plan;</li> <li>• Assisting program participants to understand their health needs;</li> <li>• Providing directly or assisting program participants to obtain and utilize appropriate medical treatment;</li> <li>• Preventive medical care and health maintenance services, including in-home health services and emergency medical services;</li> <li>• Provision of appropriate medication;</li> <li>• Providing follow-up services; and</li> <li>• Preventive and non-cosmetic dental care.</li> </ul>
Outreach services	<p>The costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.</p> <ul style="list-style-type: none"> <li>• Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.</li> <li>• Costs associated with the following services are eligible: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream</li> </ul>

	programs; and publicizing the availability of the housing and/or services provided within the PJ's geographic area.
Substance abuse treatment services	<p>Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are <b>provided by licensed or certified professionals</b>. The costs include:</p> <ul style="list-style-type: none"> <li>• Program participant intake and assessment;</li> <li>• Outpatient treatment;</li> <li>• Group and individual counseling</li> <li>• Drug testing;</li> <li>• Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.</li> </ul>
Transportation	<p>Eligible costs are:</p> <ul style="list-style-type: none"> <li>• The costs of program participant's travel on public transportation or in a vehicle provided by the PJ or subrecipient or contractor or contractor to and from medical care, employment, childcare, or other services eligible under this Notice;</li> <li>• Mileage allowance for service workers to visit program participants and to carry out housing inspections;</li> <li>• The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;</li> <li>• The cost of gas, insurance, taxes, and maintenance for the vehicle;</li> <li>• The costs of PJ or subrecipient or contractor or contractor staff to accompany or assist program participants to utilize public transportation; and</li> <li>• <b>If public transportation options are not sufficient within the area,</b> the PJ may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following: <ul style="list-style-type: none"> <li>• Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle {Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types};</li> <li>• Payments for car repairs or maintenance must be paid by the PJ or subrecipient or contractor or contractor directly to the third party that repairs or maintains the car; and</li> <li>• PJs or subrecipient or contractor or contractors may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.</li> </ul> </li> </ul> <p>The PJ must establish policies and procedures surrounding payments for the cost of gas, insurance, taxes, the one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants. Such costs must be limited to program participants with the inability to pay for such costs and who, without such assistance, would not be able to participate in eligible services under this Section VI.D.4.c.i.</p>
Case Management	<p>The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant{s} are eligible costs. PJs and subrecipient or contractor or contractors providing these supportive services must have written standards for providing the assistance. Eligible costs are those associated with the following services and activities:</p>

	<ul style="list-style-type: none"> <li>• Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;</li> <li>• Counseling;</li> <li>• Developing, securing, and coordinating services;</li> <li>• Using a centralized or coordinated assessment system that complies with the requirements of Section IV.C of the Notice;</li> <li>• Obtaining federal, State, and local benefits;</li> <li>• Monitoring and evaluating program participant progress;</li> <li>• Providing information and referrals to other providers;</li> <li>• Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;</li> <li>• Developing an individualized housing and service plan, including planning a path to permanent housing stability; and</li> <li>• Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.</li> </ul>
Mediation	HOME-ARP funds may pay for mediation between the program participant and the owner or person{s} with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
Credit repair	HOME-ARP funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt
Landlord/Tenant Liaison	<p>Costs of liaison services between property managers/owners and program participants are eligible HOME-ARP costs and may include:</p> <ul style="list-style-type: none"> <li>• Landlord outreach;</li> <li>• Physical inspections and rent reasonable studies as needed to secure units;</li> <li>• Rental application fees and security deposits for clients, in accordance with the financial assistance costs requirements in <i>Financial assistance costs</i></li> <li>• Mediation services for housing issues that may arise between owner, property manager, or other residents and clients;</li> <li>• Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing.</li> </ul>
Services for special populations	HOME-ARP funds may be used to provide services for special populations, such as victim services, so long as the costs of providing these services are eligible under this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.
Financial assistance costs	<p>HOME-ARP funds may be used to pay housing owners, utility companies, and other third parties for the following costs, as applicable:</p> <ul style="list-style-type: none"> <li>• Rental application fees: Rental housing application fee that is charged by the owner to all applicants.</li> <li>• Security deposits: A security deposit that is <b>equal to no more than 2 months' rent</b>. This assistance is separate and distinct from the provision of financial assistance for First and Last Month's rent provided under this section and cannot be used to duplicate those costs.</li> </ul>

	<ul style="list-style-type: none"> <li>• Utility deposits: HOME-ARP funds may pay for a standard utility deposit or initiation fee required by the utility company or owner {if owner-paid utilities are provided} for all program participants for the following utilities: <ul style="list-style-type: none"> <li>• Gas</li> <li>• Electric</li> <li>• Water</li> <li>• Sewer</li> </ul> </li> <li>• Utility payments: HOME-ARP funds <b>may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service.</b> A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. <b>No program participant shall receive more than 24 months of utility assistance within any 3-year period.</b></li> <li>• Moving costs: HOME-ARP funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include <b>payment of temporary storage fees for up to 3 months</b>, provided that the fees are accrued after the date the program participant begins receiving assistance under this section of the Notice and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.</li> <li>• First and Last month's rent: If necessary to obtain housing for a program participant, HOME-ARP funds may be used to make a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance <b>must not exceed two month's rent and must be tracked for the purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive.</b> This assistance is separate and distinct from financial assistance for Security Deposits provided under this section and cannot be used to duplicate those costs.</li> <li>• Payment of rental arrears: HOME-ARP funds may be used for a <b>one-time payment for up to 6 months of rent in arrears</b>, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.</li> </ul>
Short-term and medium-term financial assistance for rent	<p>Subject to the following conditions, a PJ may provide a program participant with short-term or medium-term financial assistance for rent, provided that the total financial assistance provided, including any pre-payment of first and last month's rent as described above, <b>does not exceed 24 months of rental payments over any 3-year period.</b></p> <ul style="list-style-type: none"> <li>• Short-term means up to 3 months.</li> <li>• Medium-term means more than 3 months but not more than 24 months.</li> </ul> <p>The PJ may make rental payments only to an owner with whom the PJ has entered into a financial assistance agreement for rental payment. The financial assistance agreement must set forth the terms under which rental payments will be provided,</p>

	<p>including the requirements that apply under this Notice. The financial assistance agreement must provide that, during the term of the agreement, the owner must give the PJ a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant. The owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in 24 CFR 92.359.</p> <p>The PJ must make timely payments to each owner in accordance with the financial assistance agreement. The financial assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The PJ is solely responsible for paying late payment penalties that it incurs with non-HOME-ARP funds.</p> <p>Rental payments cannot be provided unless the rent does not exceed the <b>Fair Market Rent</b> established by HUD, as provided under 24 CFR 53 part 888, and complies with <b>HUD's standard of rent reasonableness</b>, as established under 24 CFR 982.507.</p> <p>Each program participant receiving financial assistance for rental payments must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the financial assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in 24 CFR 92.359 apply to this financial assistance.</p> <p>PJs must establish requirements to prevent the provision of short- or medium-term financial assistance for rent for the same period for which a program participant is receiving rental assistance or living in housing provided with ongoing assistance {such as project-based rental assistance or operating subsidies}.</p> <p>If a program participant receiving financial assistance for short- or medium-term rental payments under this section meets the conditions for an emergency transfer under 24 CFR 5.2005€, HOME-ARP funds may be used to pay amounts owed for breaking a lease to effectuate an emergency transfer. These costs are not subject to the 24-month limit on rental payments.</p> <p>Ineligible costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended {42 USC 4601 et seq.} and its implementing regulations at 49 CFR part 24, or Section 104{d} of the Housing and Community Development Act of 1974 {42 USC 5304{d} and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.</p>
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## Project Delivery Cost vs. Admin Cost

Project Delivery	Admin
If the services above are being directly delivered by a subrecipient or contractor or contractor, the following are eligible project delivery costs:	Reasonable costs of overall HOME ARP program management, coordination, monitoring, and evaluation. <ul style="list-style-type: none"> <li>• Salary, wages, and related costs of PJ's staff.</li> <li>• Travel costs incurred for official business</li> <li>• Admin services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.</li> <li>• Other costs for goods and services required to administer HOME ARP {equipment, insurance, utilities, office supplies, rent for office space}.</li> <li>• Costs of administering HOME ARP supportive services.</li> </ul>
<ul style="list-style-type: none"> <li>• Cost of labor or supplies and materials incurred in directly providing supportive services to program participants.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff and overhead costs of the PJ directly related to carrying out a HOME-ARP project</li> </ul>
<ul style="list-style-type: none"> <li>• Salary and benefit packages of staff who directly deliver the service.</li> </ul>	<ul style="list-style-type: none"> <li>• The provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of projects being assisted with HOME-ARP funds.</li> </ul>
<i>Must be attributable to the identifiable objective of the service delivered.</i>	<ul style="list-style-type: none"> <li>• Activities to affirmatively further fair housing</li> </ul>
	<ul style="list-style-type: none"> <li>• Indirect costs may be charged to the HOME-ARP program under a cost allocation plan</li> </ul>
	<ul style="list-style-type: none"> <li>• Preparation of the HOME-ARP allocation plan</li> </ul>
	<ul style="list-style-type: none"> <li>• Costs of complying with the applicable Federal requirements in 24 CFR part 92, subpart H.</li> <li>• Project-specific environmental review costs may be charged as administrative or project costs in accordance with 24 CFR 92.206{d}{8} and is at the discretion of the PJ.</li> </ul>

Subrecipient or contractor or contractors must document in their **files which types of supportive services they wish to offer program participants.**

Only the supportive services that are authorized in the written agreement with the subrecipient or contractor or contractor may be provided to program participants by the supportive service provider and only program participants that are eligible for those supportive services may be served.

As such, client records must **demonstrate through documentation that the individuals served were eligible to receive the supportive services that were authorized under the written agreement** in order for those costs to be eligible.

## Appendix E: Eligible Costs for Nonprofit Operating and Capacity Building Assistance

## Nonprofit Operating and Capacity Building Assistance

The City of Springfield may use up to 5 percent of its HOME-ARP allocation to pay operating expenses of CHDOs and other nonprofit organizations that will carry out activities with HOME-ARP funds.

The City may also use up to an additional 5 percent of its allocation to pay eligible costs related to developing the capacity of eligible nonprofit organizations to successfully carry out HOME-ARP eligible activities.

The City may award operating expense assistance or capacity building assistance to a nonprofit organization if it reasonably expects to provide HOME-ARP funds to the organization for any of the eligible HOME-ARP activities within 24 months of the award.

Operating Expense Assistance	Capacity Building Assistance
<p>Operating expenses are defined as <u>reasonable</u> and <u>necessary</u> costs of operating the nonprofit organization.</p> <p>These costs include:</p> <ul style="list-style-type: none"> <li>• employee salaries, wages and other employee compensation and benefits;</li> <li>• employee education, training, and travel;</li> <li>• rent;</li> <li>• utilities;</li> <li>• communication costs;</li> <li>• taxes;</li> <li>• insurance;</li> <li>• equipment, materials, and supplies.</li> </ul> <p>HOME-ARP funds used for operating expenses must be used for the "general operating costs" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOME-ARP activity or project.</p> <p>For example, HOME-ARP funds for operating expenses may not be used for staffing costs to provide supportive services or develop HOME-ARP-rental housing {as operating costs to develop HOME-ARP rental housing are paid for by a developer fee which is a project delivery or soft cost}. Because ARP does not permit any HOME-ARP funds to be used to operate a shelter, all costs related to operating a non-congregate shelter {e.g., allocable overhead and staffing costs, insurance, utilities} also cannot be paid with HOME-ARP funds.</p> <p>The actual costs of implementing a specific activity or project, including staff costs to deliver supportive services or administer HOME-ARP TBRA, are considered HOME ARP project delivery costs</p>	<p>Capacity building expenses are defined as <u>reasonable</u> and <u>necessary</u> general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out eligible HOME-ARP activities.</p> <p>Eligible costs include:</p> <ul style="list-style-type: none"> <li>• salaries for new hires including wages and other employee compensation and benefits;</li> <li>• costs related to employee training or other staff development that enhances an employee's skill set and expertise;</li> <li>• equipment {e.g., computer software or programs that improve organizational processes}, upgrades to materials and equipment, and supplies; and</li> <li>• contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.</li> </ul>



<p>or project soft costs and are not eligible costs under Nonprofit Operating and Capacity Building Assistance.</p> <p>HOME-ARP project delivery costs are those allowable costs incurred for implementing and carrying out eligible HOME-ARP projects or activities, such as supportive services. All project delivery costs are allocable to a HOME-ARP project, including direct project and related delivery costs integral to developing the project or providing the activity. HOME-ARP project delivery costs may be paid, if eligible, by HOME-ARP funds provided under a written agreement for the activity or project and must not be paid with nonprofit operating expense or capacity building assistance.</p>	
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## Limitations on Assistance

Nonprofit Operating and Capacity Building Assistance and the HOME regulations limit the amount of operating expense assistance that an organization can receive annually. ARP extends this limitation to the capacity building assistance paid with HOME-ARP funds.

In any fiscal year, **operating assistance** provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, for that fiscal year or \$50,000.

In any fiscal year, **capacity building assistance** provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, or \$50,000.

If an organization receives **both operating assistance and capacity building assistance** in any fiscal year, the aggregate total amount of assistance it may receive is the greater of 50 percent of the organization's total operating expenses for that fiscal year or \$75,000.

## Appendix F: Eligible Costs for Administration and Planning Costs

## Administration and Planning Costs

- 1} Reasonable costs of overall HOME-ARP program management, coordination, monitoring, and evaluation. Such HOME-ARP costs include, but are not limited to, necessary expenditures for the following:
  - a. Salaries, wages, and related costs of PJ's staff. If a PJ charges costs to this category, the PJ may either include the entire salary and related costs allocable to the HOME-ARP program of each person whose primary responsibilities with regard to the HOME-ARP program involves program administration assignments, or the prorated share of the salary, wages, and related costs of each person whose job includes any program administrative assignments. A PJ may only use one of these two methods. Program administration includes:
    - a. Developing systems and schedules for complying with HOME-ARP program requirements, including systems to prevent a duplication of benefits among beneficiaries of HOME-ARP activities;
    - b. Developing interagency agreements and agreements with entities receiving HOME-ARP funds;
    - c. Monitoring HOME-ARP activities for progress and compliance with HOME-ARP program requirements;
    - d. Preparing HOME-ARP reports and other documents related to the HOME-ARP program for submission to HUD;
    - e. Coordinating the resolution of audit and monitoring findings on HOME-ARP activities;
    - f. Evaluating HOME-ARP program results against stated objectives in the HOME-ARP allocation plan, and
    - g. Managing or supervising persons whose primary responsibilities regarding the HOME-ARP program include such assignments as those described above.
  - b. Travel costs incurred for official business in carrying out the HOME-ARP program.
  - c. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.
  - d. Other costs for goods and services required for administering the HOME-ARP program, such as: rental or purchase of equipment, insurance, information systems necessary to track and implement beneficiaries of HOME-ARP activities in accordance with the requirements of this Notice, utilities, office supplies, and rental and maintenance {but not purchase} of office space.
  - e. Costs of administering HOME-ARP TBRA and HOME-ARP supportive services programs.
- 2} Staff and overhead costs of the PJ directly related to carrying out a HOME-ARP project, in accordance with 24 CFR 92.207{b}.
- 3} The provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of projects being assisted with HOME-ARP funds.
- 4} Activities to affirmatively further fair housing {AFFH} in accordance with 24 CFR 5.151 and the PJ's certification as required under this Notice and 24 CFR 5.152. The AFFH definition in HUD's Interim Final Rule entitled, "Restoring Affirmatively Furthering Fair Housing Definitions and Certifications" {86 FR 30779, June 10, 2021}, as amended, at 24 CFR 5.151, and the AFFH certification requirement, at 24 CFR 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.
- 5} Indirect costs may be charged to the HOME-ARP program under a cost allocation plan prepared in accordance with 24 CFR part 200, subpart E, as amended.
- 6} Preparation of the HOME-ARP allocation plan as required in this Notice. Preparation includes the costs of public hearing, consultations, and publications.
- 7} Costs of complying with the applicable Federal requirements in 24 CFR part 92, subpart H. Project-specific environmental review costs may be charged as administrative or project costs in accordance with 24 CFR 92.206{d}{8} and is at the discretion of the PJ.

Funds available under the HOME-ARP appropriation for administration and planning may not be used to pay costs attributable to the regular HOME Program.

PJs may provide all or a portion of its HOME-ARP administrative funds to subrecipients and contractors that are administering activities on behalf of the PJ {e.g., CoC entity, other non-Federal entity}, in accordance with the requirements in this Notice. However, from the obligation date of the HOME-ARP funds in the HOME-ARP Grant Agreement and prior to HUD's acceptance of the PJ's HOME-ARP allocation plan, a subrecipient or contractor to the PJ may only incur and expend HOME-ARP funds for eligible administrative and planning costs if the subrecipient or contractor is responsible for the use of the PJ's entire HOME-ARP award and has executed a HOME-ARP written agreement that complies with 24 CFR 92.504 and this Notice. The PJ must also identify the subrecipient or contractor administering the PJ's entire HOME-ARP award and describe the subrecipient or contractor's responsibilities in the PJ's HOME-ARP allocation plan.

All costs must comply with the Cost Principles contained in subpart E of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200, as amended {Uniform Administrative Requirements}.

Once HUD obligates the HOME-ARP funds, as described in Section VIII.C.2 of this Notice, the PJ may incur and expend up to 5 percent of its HOME-ARP allocation on eligible administrative and planning costs, as described in this section and 24 CFR 92.207. Before HUD's acceptance of the PJ's HOME-ARP allocation plan, the PJ is only permitted to incur and expend HOME-ARP funds on eligible administrative and planning costs.

If the PJ does not submit a HOME-ARP allocation plan or if the PJ's plan is not accepted within a reasonable period of time, as determined by HUD, all HOME-ARP administrative and planning costs incurred by the PJ will be ineligible costs and any HOME-ARP funds expended by the PJ must be repaid to the PJ's HOME Investment Trust Fund Treasury account, in accordance with guidance issued by HUD. Moreover, if the PJ's HOME-ARP allocation plan does not identify or include a description of the responsibilities of the subrecipient or contractor that is responsible for the PJ's entire HOME-ARP award, if applicable, the administrative and planning costs incurred or expended by the subrecipient or contractor will also be ineligible and any HOME-ARP funds expended by the PJ's subrecipient or contractor must be repaid to the PJ's HOME Investment Trust Fund Treasury account, in accordance with guidance from HUD.

## Appendix G: HOME ARP Qualifying Populations Eligibility Checklist

# HOME ARP Qualifying Population Eligibility Checklist

The City of Springfield's HOME-ARP programs must benefit HOME-ARP Qualifying Populations {QPs}. Intake staff shall complete the following form to determine if a household meets the QP eligibility for HOME-ARP TBRA and/or supportive services. Supporting documentation must be collected and retained verifying program participants meet the criteria for one or more of the QP definitions at the time of receiving services. All documentation must be included in the program participant's file.

Acceptable document{s} in order of preference: third-party documentation first; intake worker observations second; and certification from the person seeking assistance third.

## CHECK ONLY ONE CATEGORY AND COMPLETE ONLY THAT SECTION

### ☐ Qualifying Population 1: Homeless, as defined in [24 CFR 91.5 Homeless {1}, {2}, {3}](#)<sup>6</sup>

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

- 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; **OR**
- 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**
- 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.

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

- The primary nighttime residence will be lost *within 14 days* of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- 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.

#### ☐ 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:

- 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};
- 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;
- 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**
- 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;

<sup>6</sup> Category 4 as defined in 24 CFR 91.5, people fleeing or attempting to flee domestic violence, is not included in the HOME-ARP QP homeless definition. Households would qualify under HOME-ARP QP3.

### Acceptable Source and 3<sup>rd</sup> Party Documents

Youth aged 24 and under must not be required to provide third-party documentation to show they are homeless to receive any shelter, housing, or services for which ESG or CoC Program funds may be used to supplement the HOME-ARP assistance.

- ☐ CNY Homeless Management Information System {HMIS} or Coordinated Entry document of current homelessness {completed within past 6 months}; or
- ☐ Written observation by a homeless services outreach worker; or
- ☐ Written referral by a housing or service provider who would have direct knowledge of homelessness, including charitable organizations, Department of Social Services, or 211 {referral must address all conditions of QP definition}; or
- ☐ For individuals exiting an institution-one of the forms of evidence **above** showing homelessness prior to institution **and**:
  - Discharge paperwork or written referral from institution; or
  - Written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited an institution and where he/she/they resided for 90 days or fewer.
- ☐ A court order resulting from an eviction action notifying the individual or family they must leave within 14 days, certification that no subsequent residents has been identified and self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing.
- ☐ Certification by the non-profit, state or local government that the unaccompanied youth under age 25 or head of household with children seeking assistance met the criteria of homelessness under another federal statute, certification of no permanent housing in last 60 days, certification by the individual or head of household {and any supporting available documentation} that they have moved two or more times in the past 60 days, and documentation of special needs or 2 or more barriers as noted in definition.
- ☐ To the extent that source documents and third-party verification are unobtainable, a written statement by intake staff, that the staff describing the efforts taken to obtain the required evidence. Self-certification or other written documentation.

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☐ Qualifying Population 4: Other Populations where providing supportive services or assistance under section 212{a} of NAHA {42 U.S.C. 12742{a}} would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

HUD defines these populations as individuals and households who do not qualify under any of the other HOME-ARP QPs and meet one of the following criteria:

- ☐ Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households {i.e., individuals and families} who have:
  - Previously been qualified as "homeless" as defined in [24 CFR 91.5](#);
  - Are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, **AND**
  - Who need additional housing assistance or supportive services to avoid a return to homelessness.
- ☐ At Greatest Risk of Housing Instability is defined as household who meets either paragraph {i} or {ii} below:
  - ☐ Has annual income that is *less than or equal to 30% of the area median income*, as determined by HUD **AND** is experiencing *severe cost burden* {i.e., is paying more than 50% of monthly household income toward housing costs}.
  - ☐ Has annual income that is *less than or equal to 50% of the area median income*, as determined by HUD, **AND** meets one of the following conditions from paragraph {iii} of the "At risk of homelessness" definition established at 24 CFR 91.5:
    - A. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - B. Is living in the home of another because of economic hardship;

- C. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- D. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- E. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- F. Is exiting a publicly funded institution, or system of care {such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution}; **OR**
- G. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

#### Acceptable Source and 3<sup>rd</sup> Party Documents

☐ CNY Homeless Management Information System {HMIS} or Coordinated Entry document of previous homelessness {completed within past 6 months} and currently receiving temporary assistance {such as RRH}; or

☐ Written verification individual or family qualified as homeless as defined in 24 CFR 91.5 {CNY HMIS documentation, written referral from outreach worker, homeless service provider, or other housing or service provider who would have direct knowledge of previous homeless status}, documentation of temporary or emergency assistance, and certification individual or family require additional assistance or supportive service to avoid homelessness.

☐ Income verification documentation {HUD CPD {Community Planning and Development} Income Eligibility Calculator print out PLUS supporting income documentation including, but not limited to W-2 forms, SSI/SSDI Award Letter, Paystubs, bank statements, 401K, other retirement, or pension documentation, and/or public benefits} **AND**

☐ Proof of severe cost burden such as lease agreement, cancelled check for rental payment, letter from landlord stating rent amount. **OR**

☐ Proof of one condition from paragraph {iii} of the "At risk of homelessness" definition.

- Lease agreements within past 60 days;
  - SRO documentation must include # of rooms in unit AND # of individuals living in unit or unit details from Tax Assessor's office, or SRO shelter operator.
- Letter from household if in doubled up situation indicating household is currently living in the home due to economic hardship;
- A court order resulting from an eviction action;
- For individuals and families leaving a hotel or motel-evidence they lack the financial resources to stay and hotel bills, cancelled checks, or bank statements showing proof of payment;
- Discharge paperwork or written referral from institution or system of care.

☐ To the extent that source documents and third-party verification are unobtainable, a written statement by intake staff that the staff describing the efforts taken to obtain the required evidence. Self-certification or other written documentation.

☐ Qualifying Population 2: At Risk of Homelessness, as defined in [24 CFR 91.5](#)

☐ Individual or family who:

- Has an *annual income below 30 percent of median family income* for the area, as determined by HUD;
- Does not have sufficient resources or support networks, e.g., family, friends, faith based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph {1} of the "Homeless" definition in this section; **AND**
- Meets *one of the following* conditions:
  - A. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;



- B. Is living in the home of another because of economic hardship;
- C. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- D. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- E. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- F. Is exiting a publicly funded institution, or system of care {such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution}; **OR**
- G. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

☐ A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387{3} of the Runaway and Homeless Youth Act {42 U.S.C. 5732a{3}}, section 637{11} of the Head Start Act {42 U.S.C. 9832{11}}, section 41403{6} of the Violence Against Women Act of 1994 {42 U.S.C. 14043e-2{6}}, section 330{h}{5}{A} of the Public Health Service Act {42 U.S.C. 254b{h}{5}{A}}, section 3{l} of the Food and Nutrition Act of 2008 {7 U.S.C. 2012{l}}, or section 17{b}{15} of the Child Nutrition Act of 1966 {42 U.S.C. 1786{b}{15}}.

☐ A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725{2} of the McKinney-Vento Homeless Assistance Act {42 U.S.C. 11434a{2}}, and the parent{s} or guardian{s} of that child or youth if living with her or him.

#### **Acceptable Source and 3<sup>rd</sup> Party Documents:**

☐ Income verification documentation of 30% AMI or less {HUD CPD Income Eligibility Calculator print out PLUS supporting income documentation including, but not limited to W-2 forms, SSI/SSDI Award Letter, Paystubs, bank statements, 401K, other retirement or pension documentation, and/or public benefits} **AND**

☐ Proof of one condition from paragraph {iii} of the "At risk of homelessness" definition.

- Lease agreements within past 60 days
  - SRO documentation must include # of rooms in unit AND # of individuals living in unit or unit details from Tax Assessor's office, or SRO shelter operator.
- Letter from household if in doubled up situation indicating household is currently living in the home due to economic hardship.
- A court order resulting from an eviction action; **OR**
- For individuals and families leaving a hotel or motel-evidence they lack the financial resources to stay and hotel bills, cancelled checks, or bank statements showing proof of payment.
- Discharge paperwork or written referral from institution or system of care

☐ A child or youth who does not qualify as homeless under the homeless definition but qualifies as homeless under another Federal statute listed above-- Documentation of homeless status, which may be letter or referral provided by agency administering the Federal Program.

☐ A child or youth who does not qualify as homeless under the homeless definition but qualifies as homeless under section 725{2} of the McKinney-Vento Homeless Assistance Act, and the parent{s} or guardian{s} or that child or youth if living with him or her. Must have documentation of homeless status, which may be letter or referral provided by agency administering the Federal Program AND must confirm family/guardian is residing with children/youth.

☐ To the extent that source documents and third-party verification are unobtainable, a written statement by intake staff, that the staff describing the efforts taken to obtain the required evidence. Self-certification or other written documentation.

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☐ Qualifying Population 3: Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

Any individual or family who:

☐ Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. See CPD-21-20 for the full definition.

**Acceptable Recordkeeping Documentation:**

☐ An oral or written statement by the individual or head of household seeking assistance which only needs to include the minimum amount of information indicating that the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking and need not include any additional details about the conditions that prompted the individual or family to seek assistance.

☐ A written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.

Determination of Project Eligibility Completed By:

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PRINT NAME OF STAFF PERSON

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STAFF PERSON SIGNATURE

---

DATE

# Zero Income Self Certification Form

ZERO INCOME AFFIDAVIT	
(To be completed by <u>adult</u> household members only, if appropriate)	
Household Name: _____	Unit No: _____
Development Name: _____	City: _____
1. Within the next 12 months, will you receive income from any of the following sources? <i>You must supply additional information to verify all "Yes" answers.</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No Wages, bonus, commissions, tips, etc	<input type="checkbox"/> Yes <input type="checkbox"/> No Self-employment (includes Uber/Lyft, online sales, etc.)
<input type="checkbox"/> Yes <input type="checkbox"/> No Unemployment Benefits	<input type="checkbox"/> Yes <input type="checkbox"/> No Annuities, insurance policies, stocks, etc.
<input type="checkbox"/> Yes <input type="checkbox"/> No Worker's Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No Pensions, IRA, 401K
<input type="checkbox"/> Yes <input type="checkbox"/> No Disability Payments	<input type="checkbox"/> Yes <input type="checkbox"/> No Income from rental property
<input type="checkbox"/> Yes <input type="checkbox"/> No Alimony	<input type="checkbox"/> Yes <input type="checkbox"/> No Death Benefits
<input type="checkbox"/> Yes <input type="checkbox"/> No Child Support	<input type="checkbox"/> Yes <input type="checkbox"/> No Interest/dividends from assets, including bank accounts
<input type="checkbox"/> Yes <input type="checkbox"/> No Social Security	<input type="checkbox"/> Yes <input type="checkbox"/> No Direct Sales Consulting such as Mary Kay, Tupperware, Pampered Chef, etc.
<input type="checkbox"/> Yes <input type="checkbox"/> No Help with paying bills or other expenses or regular gifts of money from family or friends who don't live with you (including online donations such as GoFundMe or through a local bank)	<input type="checkbox"/> Yes <input type="checkbox"/> No Work for cash (babysitting, lawn care, etc.)
	<input type="checkbox"/> Yes <input type="checkbox"/> No Any other source (if yes, explain below) _____
2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.	
3. I will be using the following sources of funds to pay for rent and other necessities: _____ _____	
Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.	
PRINTED NAME OF APPLICANT/TENANT _____	DATE _____
SIGNATURE OF APPLICANT/TENANT _____	DATE _____

## Appendix H: HOME-ARP Reporting

Reports are due by the 15th of each month following the end of the quarter

All reports will be submitted via email to [julia.cave@springfield.il.us](mailto:julia.cave@springfield.il.us)  
There will be reminder emails sent out when reports are coming due.

Data is broken out by housing status (i.e., Homeless Households and Non Homeless Households).

The grantee is required to collect data on the following elements:

- Total: This is the total number of households served in this quarter
- New Households: This is the number of households who were served in this quarter but who were not served in the previous quarter
- Veteran: A household with any Veteran member
- Hispanic: The number of Hispanic households served.
- Race: (The sum of sub-categories must be equal to the Total)
- Household Size: This is the number of people in the household
- Elderly: A household with any elderly member

Household Type: (The sum of sub-categories must be equal to the Total)

If no beneficiaries were served for a particular quarter, the grantee should enter "0" for the total households served this quarter.

## Appendix I: Rent Reasonableness Checklist and Certification

## RENT REASONABLENESS CHECKLIST AND CERTIFICATION

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

### CERTIFICATION:

#### A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$\_\_\_\_\_.

#### B. Rent Reasonableness

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

Name:	Signature:	Date:
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## Appendix J: Permanent Housing Habitability Checklist and HQS Checklist



## MINIMUM HABITABILITY STANDARDS FOR PERMANENT HOUSING

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

Approved	Deficient	<b>Standard</b> <i>(24 CFR part 576.403(c))</i>
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> <li>There is a second means of exiting the building in the event of fire or other emergency.</li> <li>The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom.</li> <li>If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</li> <li>The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.</li> </ol>
		11. Meets additional recipient/subrecipient standards {if any}.

## CERTIFICATION STATEMENT

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

☐ Property meets all of the above standards.

☐ Property does not meet all of the above standards.

**COMMENTS:**

HOME-ARP Agency Name: \_\_\_\_\_

Program Participant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Apartment: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date of review: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Approving Official Signature {if applicable}: \_\_\_\_\_ Date: \_\_\_\_\_

Approving Official Name {if applicable}: \_\_\_\_\_

# Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(Exp. 04/30/2026)

**OMB Burden Statement:** The public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. As surances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 982.401. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>	Date of Last Inspection (mm/dd/yyyy)	PHA

## A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate)
Full Address (including Street, City, County, State, Zip)		<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected	Phone Number	
Address of Owner or Agent		

## B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
---	--	--------------------------

## Inspection Checklist

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

Previous editions are obsolete.

Page 1 of 8

form HUD-52580 (4/2023)

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

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

Previous editions are obsolete

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form HUD-52580 (4/2023)

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

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

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

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

### C. Special Amenities (Optional)

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

#### D. Questions to ask the Tenant (Optional)

1. Living Room

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

## 2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant " " " " " " " " " "

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- An abstract graphic featuring overlapping text and symbols. Visible elements include the letters 'g', 'a', and 'd', a question mark, a diamond shape, and a colon. The text is fragmented and layered, creating a complex visual effect.

#### 4. Bath

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

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



## Appendix K: Lead Based Paint Visual Assessment

## LEAD-BASED PAINT VISUAL ASSESSMENT

All units in which HOME-ARP program participants reside are subject to LBP requirements. Individuals completing this form must complete the online HUD training: <https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>

Program Participant Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

Check all that apply:

☐ Property was built after 1978

Year Property Built: \_\_\_\_\_

☐ No child under 6 lives with program participant

☐ Property is zero bedrooms, SRO housing, elderly housing

☐ Property has been tested and determined to not contain LBP {attach documentation}

☐ Property has had LBP hazards removed {attach documentation}

If any items are checked above, no Visual Assessment is required. Please include signatures of participant and agency, and date.

---

**If no items are checked above - Visual Assessment required.**

☐ Interior: Is there any peeling, chipping, chalking or cracking paint or coating located on an interior surface or fixture that is otherwise damaged or separated from the substrate?

☐ Interior: Deterioration exceeds the de minimis level<sup>7</sup>?

☐ Exterior: Is there any peeling, chipping, chalking or cracking paint or coating located on an exterior surface or fixture that is otherwise damaged or separated from the substrate?

☐ Exterior: Deterioration exceeds the de minimis level<sup>8</sup>?

☐ Common Areas: Is there any peeling, chipping, chalking or cracking paint?

☐ Common Areas: Deterioration exceeds the de minimis level?

Describe any action taken:

Program Staff Person: \_\_\_\_\_ Date: \_\_\_\_\_

---

<sup>7</sup> If more than ten percent {10%} of the total surface area of an interior or exterior type of component with a small surface area is deteriorated, the de minimis level has been exceeded. Examples would be windowsills, baseboards, and trim.

<sup>8</sup> The de minimis level is 20 square feet for exterior surfaces. This means a total of 20 square feet on all the exterior surfaces.

## Appendix L: HOME-ARP Rental Assistance Contract

## HOME-ARP RENTAL ASSISTANCE CONTRACT

<b>LANDLORD NAME &amp; ADDRESS</b> Click or tap here to enter text.  Telephone No. _____	<b>UNIT NO. &amp; ADDRESS</b> Click or tap here to enter text.	<b>TENANT NAME</b> Click or tap here to enter text.
---	---	--

This HOME-ARP Rental Assistance Contract {"Contract"} is entered into between the City of Springfield Office of Planning and Economic Development, Housing Division {program administrator} and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

### 1. TERM OF THE CONTRACT

The term of this Contract shall begin on Click or tap here to enter text. and end no later than Click or tap here to enter text..The Contract automatically terminates on the last day of the term of the Lease.

### 2. SECURITY DEPOSIT

- A. The {program administrator} will pay a security deposit to the Landlord in the amount of \$\_\_\_\_\_. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.
- C. The Landlord shall immediately notify the {program administrator} when the Tenant has moved from the Contract unit.

### 3. RENT AND AMOUNTS PAYABLE BY TENANT AND (program administrator)

- A. **Initial Rent.** The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$\_\_\_\_\_.
- B. **Rent Adjustments.** With no less than 60 days' notice to the Tenant and the {program administrator}, the owner may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. The proposed rent may be rejected by either the Tenant or the {program administrator}. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.
- C. **Tenant Share of the Rent.** Initially, and until such time as both the Landlord and the Tenant are notified by the {program administrator}, the Tenant's share of the rent shall be \$\_\_\_\_\_.
- D. **Program Administrator Share of the Rent.** Initially, and until such time as both the Landlord and Tenant are notified by the {program administrator}, the {program administrator's} share of the rent shall be \$\_\_\_\_\_. Neither the {program administrator} nor HUD assumes any obligation for the Tenant's rent,

or for payment of any claim by the Owner against the Tenant. The {program administrator's} obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
  2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
  3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
  4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the {program administrator} determines that the Landlord is not entitled to any payments received, in addition to other remedies, the {program administrator} may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Coupon Contract.

#### **4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES**

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The {program administrator} shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the {program administrator} determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the {program administrator's} share of the rent and/or terminate the Contract.

#### **5. TERMINATION OF TENANCY**

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the {program administrator} in writing when eviction proceedings are begun. This may be done by providing the {program administrator} with a copy of the required notice to the tenant.

#### **6. FAIR HOUSING REQUIREMENTS**

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the {program administrator}, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the {program administrator} and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

## **7. CITY OF SPRINGFIELD AND HUD ACCESS TO LANDLORD RECORDS**

- A. The Landlord shall provide any information pertinent to this Contract which the City of Springfield or HUD may reasonably require.
- B. The Landlord shall permit the City of Springfield, HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

## **8. RIGHTS OF CITY OF SPRINGFIELD IF LANDLORD BREACHES THE CONTRACT**

- A. Any of the following shall constitute a breach of the Contract:
  - 1. If the Landlord has violated any obligation under this Contract; or
  - 2. If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  - 3. If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The PHA's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the City of Springfield determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The City of Springfield shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the City of Springfield in accordance with this Contract shall be effective as provided in a written notice by the City of Springfield to the Landlord. The City of Springfield's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## **9. PHA RELATION TO THIRD PARTIES**

- A. The City of Springfield does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the City of Springfield and this Contract does not create or affect any relationship between the City of Springfield and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party {other than HUD} to enforce any provision of this Contract or to assess any claim against HUD, the City of Springfield or the Landlord under this Contract.

## **10. CONFLICT OF INTEREST PROVISIONS**

- A. No employee of the City of Springfield who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise



his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

#### 11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of City of Springfield. The City of Springfield shall give its consent to a transfer if the transferee agrees in writing {in a form acceptable to the City of Springfield} to comply with all terms and conditions of this Contract.

#### 12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the {program administrator}.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

#### 13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name {Type or Print}: Click or tap here to enter text.	City of Springfield Representative {Type of Print}:Click or tap here to enter text.
Signature/Date	Signature/Date

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO:

NAME{S} Click or tap here to enter text.

ADDRESS Click or tap here to enter text.

SIGNATURE OF OWNER

DATE

\_\_\_\_\_

\_\_\_\_\_

## Appendix M: Program Record Checklist

# Program Record Checklist

## All Program Participant Files

- ☐ Intake form
  - Records demonstrating that each qualifying household as homeless or at risk of homelessness for determining eligibility of supportive service type.
- ☐ QP Eligibility Checklist and supporting documentation.
- ☐ Record documenting assessment of Duplication of Assistance
- ☐ Individualized housing and service plan, including planning a path to permanent housing stability
- ☐ Annual recertification form
- ☐ Signed and dated acknowledgment of receipt of Program Rules
- ☐ Signed and dated acknowledgement of receipt of Termination of Assistance policy.

## Termination Documentation

- ☐ Copy of written notice to program participants containing clear statement for the reasons for termination
- ☐ Any written or notes from oral objections during review process
- ☐ Copy of prompt notice of final decision

*All documents must include how program participants can request and receive reasonable accommodations and language assistance.*

## Supportive Service Documentation

Based on the type of supportive service assistance a household or individual receives, participant files must include the below documentation.

- ☐ Documentation of eligible costs for services received by QP household.
- ☐ Monthly print out of services provided to QP household and the amount of funds spent on these services.
  - Households receiving short- and or medium-term rental assistance: the maximum allowable assistance is **24 months within a 3-year timeframe**.

## Financial Assistance Documentation

- ☐ Records of legally binding lease or sublease {new leases must have initial term of 1 year}.
  - Legally binding written lease.
  - Must be between owner and program participant.
  - Must include lease requirements under VAWA.
- ☐ Rental assistance agreements with landlord. Must be between subrecipient and owner of property and must include:
  - Terms in which rental payments will be provided including same due date, grace period and late payment penalty requirements as the program participant's lease;
  - A provision requiring the owner to give the subrecipient or contractor a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant, as indicated in §576.106(e); the owner must serve written notice upon the program participant **at least 30 days before** termination of tenancy specifying the grounds for the action.
  - Each financial assistance agreement that is executed or renewed must comply with the requirements in [24 CFR 92.359 VAWA requirements](#).
- ☐ Record that unit meets Fair Market Rent
- ☐ Record that unit meets Rent Reasonableness
- ☐ Documentation of habitability standards and Lead Based Paint standards.
- ☐ Monthly utility allowance documentation for utility to determine compliance with rent restriction.

## Tenant-Based Rental Assistance (TBRA) Documentation

- ☐ Records of legally binding lease or sublease {new leases must have initial term of 1 year}.
  - Legally binding written lease.
  - Must be between owner and program participant. Or between the owner and a HOME-ARP sponsor with a sublease between the qualifying households.
  - Must include lease requirements under VAWA.
- ☐ Rental assistance agreements with landlord. Must be between subrecipient and owner of property or between the owner of the rental unit and a HOME-ARP sponsor with a sublease between the qualifying households and the HOME-ARP sponsor and must include:
  - Terms in which rental payments will be provided including same due date, grace period and late payment penalty requirements as the program participant's lease;
  - A provision requiring the owner to give the subrecipient or contractor a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant, as indicated in §576.106{e}}; the owner must serve written notice upon the program participant **at least 30 days before** termination of tenancy specifying the grounds for the action.
  - Each financial assistance agreement that is executed or renewed must comply with the requirements in [24 CFR 92.359 VAWA requirements](#).
- ☐ Record that unit meets Fair Market Rent
- ☐ Record that unit meets Rent Reasonableness
- ☐ Documentation of Housing Quality Standards and Lead Based Paint standards.
- ☐ Monthly utility allowance documentation for utility to determine compliance with rent restriction.

## Appendix N: Documentation of TBRA eligible costs

All TBRA costs paid for by HOME-ARP must comply with the requirements of [CPD-21-10](#) including requirements in [2 CFR part 200, subpart E](#). Cost Principles that require costs be necessary and reasonable. Staff costs require itemized timesheets.

Tenant Based Rental Assistance	Documentation
Rental Assistance	<p>Evidence payments made directly to the third-party property or landlord with whom a valid financial assistance agreement is made.</p> <p>Proof of timely payments should include unique client identifier, address, and date of payment.</p> <p>Proof of legally binding lease with required tenant protections</p> <p>Proof of FMR and Rent Reasonableness</p> <p>Proof unit meets Habitability {new units only}</p> <p>Proof Lead Based Paint Assessment conducted</p>
Rental application fees	Evidence payments made directly to the third-party property or landlord. Proof of payment should include unique client identifier and date of payment.
Security deposits	<p>Evidence payments made directly to the third-party property or landlord. Proof of payment should include a unique client identifier and date of payment.</p> <p>Evidence of signed executed lease in household's name.</p> <p>Proof security deposit does not exceed two month's rent.</p>
Utility deposits {only if rental assistance or security deposit is provided}	<p>Evidence payments made directly to the third-party eligible utility company. Proof of payment should include a unique client identifier, date of payment, and address.</p> <p>Evidence utility is in household's name.</p>
Project Delivery Costs staff and overhead costs Directly related to carrying out rental assistance} such as unit inspections, eligibility determinations, costs of processing rental payments.	Time sheets, completed inspection forms payroll documentation

## Appendix O: Documentation of Supportive Services eligible costs

## Documentation of eligible costs

Documentation is required to demonstrate eligible costs for Supportive Services. Services that include staff time require itemized timesheets. For the activities that have direct costs, subrecipients must follow the below documentation.

All supportive service costs paid for by HOME-ARP must comply with the requirements of [CPD-21-10](#) including requirements in [2 CFR part 200, subpart E](#), Cost Principles that require costs be necessary and reasonable.

Non-financial Assistance	Documentation
Employee salaries, wages and other employee compensation and benefits {includes Outreach, Case Management, Housing search and counseling, and Landlord/Tenant Liaison}	Itemized timesheets, fringe benefit costs
Outreach worker transportation costs	Travel logs including actual mileage and government mileage rates.
Outreach worker cell phone costs	Costs associated with HOME-ARP business by Outreach Workers. Itemized list of calls related to street outreach work.
Costs to address urgent physical needs under Outreach: Meals, blankets, clothes, toiletries	Itemized bills including unique client identifier. Funds may be used to buy items for participant use while they are receiving outreach assistance. Gift certificates <b>are not</b> eligible.

### Financial Assistance

Financial Assistance	Documentation
Rental application fees	Evidence payments made directly to the third-party property or landlord. Proof of payment should include unique client identifier and date of payment.
Security deposits	Evidence payments made directly to the third-party property or landlord. Proof of payment should include a unique client identifier and date of payment. Evidence of signed executed lease in household's name. Proof security deposit does not exceed two month's rent.
Utility deposits	Evidence payments made directly to the third-party eligible utility company. Proof of payment should include a unique client identifier, date of payment, and address. Evidence utility is in household's name.
Utility payments	Evidence payments made directly to the third-party utility company. Proof of payment should include a unique client identifier, date of payment, and address. Evidence utility is in household's name. Proof assistance does not exceed 24 months of assistance; including up to 6 months of arrears.
Moving costs	Evidence payments made for truck rental, moving company, short-term storage, or related expenses and are paid only if reasonable and appropriate.

	<p>Must include dates of assistance, which must be after the date of HOME-ARP services and before moving into permanent housing.</p> <p>Proof short-term storage payment does not exceed 3 months of assistance.</p>
First and last month's rent	<p>Evidence payments made directly to the third-party property or landlord. Proof of payment should include a unique client identifier and date of payment.</p> <p>Cannot duplicate costs for security deposits.</p>
Payment of rental arrears	<p>Evidence payments made directly to the third-party property or landlord. Proof of payment should include a unique client identifier and date of payment.</p> <p>Can not exceed 6 months of arrears.</p> <p>Proof of lease and documentation from landlord that payment is due and if paid will prevent eviction.</p>

### Short- Medium-term Rental Assistance

Short and Medium Term Rental Assistance	Documentation
<p>Short term rental assistance</p> <p>Medium term rental assistance</p>	<p>Evidence payments made directly to the third-party property or landlord with whom a valid financial assistance agreement is made.</p> <p>Proof of timely payments should include unique client identifier, address, and date of payment.</p> <p>Proof of legally binding lease with required tenant protections</p> <p>Proof of FMR and Rent Reasonableness</p> <p>Proof unit meets Habitability {new units only}</p> <p>Proof Lead Based Paint Assessment conducted</p>



## Appendix P: Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

## Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

### Emergency Transfers

The City of Springfield {City} is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act {VAWA}<sup>9</sup>, CoC allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation<sup>10</sup>. The ability of the City to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether supportive housing providers within the City have another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development {HUD}, the federal agency that oversees that the City and HUD-funded providers is in compliance with VAWA.

### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the housing provider's administrator and submit a written request for a transfer. The housing provider will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under housing program;  
OR

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<sup>9</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation

<sup>10</sup> 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.

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The housing program may use the HUD forms [5382](#) and [5383](#) {linked} to document requests for an emergency transfer and to document incidents of domestic violence.

### **Confidentiality**

The housing program will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the housing program written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person{s} that committed an act{s} of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

The housing provider cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, the housing program, will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing program may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If the housing program has no safe and available units for which a tenant who needs an emergency is eligible, housing provider will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, housing provider will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 {TTY}.

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

## Appendix Q: HOME-ARP Application Checklist

## **APPLICATION & INSTRUCTIONS**

### **HOME-ARP**

#### **PROJECT-SPECIFIC APPLICATION**

**Date:** - \_\_\_\_\_ **NOT-FOR-PROFIT Organization:** - \_\_\_\_\_

#### **MANDATORY ITEMS TO BE REVIEWED**

Please follow and use this checklist in submitting your HOME Project Application. Your application will be considered incomplete if any of the following mandatory items are missing. Further review will not resume until the missing items are received.

	Application - One original and one copy
	Narrative of Project
	Complete Project Budget/Scope of Work -Including Sources and Uses of Funds Breakdown
	Anticipated Total Project Cost by Line Item

## Appendix R: HOME-ARP Monitoring Checklist