

**EMERGENCY SOLUTIONS GRANT PROGRAM
AGREEMENT**

THIS AGREEMENT, made and entered into on this 10 day of Oct, 2016, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **ARBOR YOUTH SERVICES, INC.**, a non-stock, non-profit Kentucky corporation, organized pursuant to KRS Chapter 273, and whose mailing address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, the Government has been awarded federal funds from the U.S. Department of Housing and Urban Development, under the Emergency Solutions Grant program (CFDA #14.231), to provide for the case management services for households between the ages of 18 and 24 who are homeless or at risk of homelessness;

WHEREAS, the Government's 2016 Consolidated Plan provides for the allocation of funds to the Subrecipient for the purpose of supporting case management services for households between the ages of 18 and 24 who are homeless or at risk of homelessness;

WHEREAS, the Government's responsibility for ensuring compliance with all grant requirements by Subrecipient entities necessitates an agreement with the Subrecipient.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Obligations of the Government

The Government assumes the following obligations:

1. To provide **Eleven Thousand Eight Hundred and Twenty-Three Dollars (\$11,823.00)** in grant funds to Arbor Youth Services, Inc., located in Lexington-Fayette County, for case management support for households who are homeless or at risk of homelessness.
2. To prepare and submit any necessary reports to the funding agencies.
3. To share responsibilities with the Subrecipient for the approval of disbursements of the grant funds.
4. To monitor Subrecipient in operation of herein described services to ensure compliance with regulations at 24 CFR Part 576.

ARTICLE II

Obligations of the Subrecipient

The Subrecipient assumes and makes the following obligations and representations:

1. To provide case management services for eligible households who are homeless or at risk of homelessness in accordance with the federal regulations at 24 CFR Part 576, and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County Government.
2. To comply with written standards for the provision of assistance under the Emergency Solutions Grants program and to apply these standards consistently for all program participants.
3. To provide, from its own revenues, matching funds equal to the amount of grant funds expended. Matching funds shall consist only of Subrecipient's revenues and shall contain no funds derived from other federal grant sources.
4. To provide for appropriate staff to operate the herein described services.
5. To expend all grant monies by June 30, 2018.

ARTICLE III

Program Requirements

1. Grant monies will be used solely for housing search and placement and housing stability case management services for households between the ages of 18 and 24 who are homeless or at risk of homelessness, as provided by 24 CFR 576.105 (b) (1) and (2), in conjunction with the Lexington-Fayette Urban County Government's Division of Adult and Tenant Services' Homelessness Prevention Component and Rapid Rehousing Component, as funded under the Emergency Solutions Grants Program. The Government's written standards are attached as **Exhibit 1**. 24 CFR 576.105 is attached as **Exhibit 12**.

(1) *Housing search and placement.* Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- (A) Assessment of housing barriers, needs, and preferences;
- (B) Development of an action plan for locating housing;
- (C) Housing search;
- (D) Outreach to and negotiation with owners;
- (E) Assistance with submitting rental applications and understanding leases;
- (F) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
- (G) Assistance with obtaining utilities and making moving arrangements; and
- (H) Tenant counseling.

(2) *Housing stability case management.* Emergency Solutions Grants Program funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- (A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- (C) Counseling;
- (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- (E) Monitoring and evaluating program participant progress;
- (F) Providing information and referrals to other providers;
- (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- (H) Conducting re-evaluations required under § 576.401(b).

2. The Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for assistance and the amount and types of assistance the individual or family needs to obtain or regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e). The Subrecipient must maintain and follow written intake procedures to ensure compliance with the definition of "homeless" or "at risk of homelessness" as provided by 24 CFR 576.2. Checklists are attached as **Exhibits 2 and 3**. The Subrecipient must require documentation at intake to establish and verify at-risk of homelessness or homeless status, and must complete the VI-SPDAT assessment tool. To be eligible for assistance, individuals must score between 4-7 and families between 4-8 on the VI-SPDAT. The procedures to be used establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. The Subrecipient agrees to fully comply with 24 CFR 576.500 in the documentation of client eligibility for prevention services. Documentation Checklist for Income Eligibility is attached as **Exhibit 5**. For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

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

At risk of homelessness means:

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 becoming "homeless"; and, (iii) Meets one of the following conditions:

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution);

Homelessness prevention assistance may be provided to individuals and families who are defined as being at risk of homelessness and those meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR 576.2

Rapid re-housing assistance, may only be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

3. Subrecipient agrees that herein described grant funds may only be used to pay for salary and fringe benefits of a case manager, local travel, training costs and licensure costs for participation in Kentucky Housing Corporation's HMIS.

4. Subrecipient shall make recommendations to the Division of Adult and Tenant Services for assistance as follows: Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, (**Exhibit 6**) and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507). For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located. **Exhibits 7, 8, and 9** are attached for use in documenting rent reasonableness, income, and utility allowances. The Division of Adult and Tenant Services shall review Subrecipient's recommendations and recommend approval/disapproval.

6. The Subrecipient shall negotiate a rental assistance agreement for execution between the property owner and the Lexington-Fayette Urban County Government's Division of Adult and Tenant Services. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the Lexington-Fayette Urban County Government's Division of Adult and Tenant Services 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. See **Exhibit 10**.

7. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The Subrecipient may not request federal funds for the payment of late payment penalties.

8. Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease.

9. All program participants must reside in Fayette County during the period in which the housing search and placement and housing stability case management services is provided.

10. The Subrecipient must re-evaluate each program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance. (See **Exhibit 11**). At a minimum, each re-evaluation of eligibility must establish that:(i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and, (ii) The program participant lacks sufficient resources and support

networks necessary to retain housing without ESG assistance. The Subrecipient may require each program participant receiving homelessness prevention to notify the Subrecipient regarding changes in the program participant's income or other circumstances (e.g., changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the Subrecipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs. When determining the annual income of an individual or family, the Subrecipient must use the standard for calculating annual income under 24 CFR 5.609. The Subrecipient must assist each program participant, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and, other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:(i) Medicaid (42 CFR chapter IV, subchapter C):(ii) Supplemental Nutrition Assistance Program (7 CFR parts 271-283):(iii) Women, Infants and Children (WIC) (7 CFR part 246):(iv) Federal-State Unemployment Insurance Program (20 CFR parts 601-603, 606, 609, 614-617, 625, 640, 650):(v) Social Security Disability Insurance (SSDI) (20 CFR part 404):(vi) Supplemental Security Income (SSI) (20 CFR part 416):(vii) Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226)):(viii) Other assistance available under the programs listed in § 576.400(c).

11. While providing homelessness prevention or rapid re-housing assistance to a program participant, the Subrecipient must require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area. The Subrecipient is exempt from the requirement under paragraph (e)(1)(i) of this section if the Violence Against Women Act of 1994 (42 U.S.C. 13701 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits that Subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

12. If a program participant violates program requirements, the Subrecipient may terminate the assistance in accordance with a formal process established by the Subrecipient, with the approval of the Government that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. To terminate rental assistance to a program participant, the required formal process, at a minimum, must consist of a written notice to the program participant containing a clear statement of the reasons for termination, a review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and, a prompt written notice of the final decision to the program participant. Termination under this section does not bar the Subrecipient from providing further assistance at a later date to the same family or individual.

13. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all housing occupied by program participants. LFUCG Division of Grants and Special Programs will inspect units for compliance. Subrecipient will be responsible for distributing "Protect Your Family From Lead In Your Home," (EPA-747-K-12-001) to program participants residing in rental units build before 1978. Subrecipient shall be responsible for documenting compliance.

14. The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum standards established by the International Property Maintenance Code as approved by the LFUCG. LFUCG Division of Grants and Special Programs will inspect units for compliance.

15. For each participant, Subrecipient shall submit to Lexington-Fayette Urban County Government's Division of Adult and Tenant Services a summary of assistance to be provided, documentation of client income and rent reasonableness, copy of rental assistance agreement, and HMIS 631 report. Lexington-Fayette Urban County Government's Division of Adult and Tenant

Services shall review documentation and submit to the Division of Grants and Special Programs for processing of rental and utility payments.

16. Subrecipient shall submit monthly invoices to the Government showing expenses incurred. Invoices shall include copies of employee timesheets, payroll registers, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall include correct copies of the 625 and 631 reports from the KHC-HMIS for the same month accompanied by a list of client IDs of persons served for the month. Subrecipient shall submit documentation for employee fringe benefits for which reimbursement is requested. Monthly invoices shall also include Subrecipient's documentation and source of matching funds. The Subrecipient shall provide cost analysis for all expenses, excluding client rents, deposits, and utility bills.

17. Subrecipient shall submit to the Government, for each month during which these grant funds are used, a monthly report describing the clients served during the month. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the month. Data shall be aggregate statistics rather than individual level, and shall be in the form prescribed by the Government. Monthly reports shall be submitted no later than 30 days following the end of each month.

18. Subrecipient shall submit to the Government an annual report describing the clients served during the year. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the year. Annual reports shall also include information on the unduplicated number of homeless persons served by facility type. Data shall be aggregate statistics rather than individual level, and shall be in the form prescribed by the Government. Annual reports shall be submitted no later than 30 days following the end of each fiscal year.

19. Subrecipient shall submit to the Government a report on the age, race, sex, and disability status of the Subrecipient's employees. This report shall be submitted to the government no later than July 30 of each year in which these federal funds are expended by the Subrecipient.

20. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Government or the Subrecipient, or a parent or subsidiary of the Subrecipient. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply: (1) No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

21. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants. Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name,

select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

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

23. The Subrecipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and Urban Development.

24. The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include: (1) Shelter Plus Care Program (24 CFR part 582); (2) Supportive Housing Program (24 CFR part 583); (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882); (4) HUD—Veterans Affairs Supportive Housing (HUD—VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110–161 (2007), 73 FR 25026 (May 6, 2008)); (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII–B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*)); (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa–5)); (7) Healthcare for the Homeless (42 CFR part 51c); (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*)); (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc–21 *et seq.*)); (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act); (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*)); (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975)); (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021); (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043); (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61); (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031); (17) Homeless Veterans Dental Program (38 U.S.C. 2062); (18) Supportive Services for Veteran Families Program (38 CFR part 62); and (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).

25. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards, attached as **Exhibit 4**.

ARTICLE IV

Additional Requirements

1. The Subrecipient must maintain current accurate records necessary to document compliance with the grant requirements for a period of three (3) years following final expenditure of grant funds. These records shall include, but not be limited to: receipts, payroll, demographic data on clientele, and other relevant records. The Government will have access to and the right to inspect, copy, audit and examine all such records.

2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Subrecipient shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

3. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 through 3619, and all implementing regulations and executive orders; shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). Consistent with Title VI and Executive Order 13166, the Subrecipient is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

4. In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Subrecipient shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither Grantee nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services.

5. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).

6. The Subrecipient shall administer a policy designed to ensure that its organization is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

7. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Government, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Government policy concerning Subrecipient audits and, as applicable, 2 CFR 200. Subrecipient shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the Subrecipient's fiscal year. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, Subrecipient shall submit a copy of the audit report to the Government's Division of Grants and Special Programs.

8. The Subrecipient agrees to comply with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Include both.

9. The Subrecipient shall comply with the requirements of Section 832(e) (2) (c) of the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625) which states that procedures must be developed and implemented to insure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services.

10. Subrecipient agrees to defend, indemnify, and hold harmless Government from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by Subrecipient, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This

indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement.

For the purposes of this Indemnity Provision:

- a) The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Subrecipient’s expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.
- b) The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
- c) The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Subrecipient and Government, and damage to, or destruction of, any property, including the property of Government.

11. No right, benefit or advantage inuring to the Subrecipient and no burden imposed on the Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

12. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Subrecipient.

13. This agreement, in accordance with 24 CFR 85.43 can be terminated if Subrecipient fails to comply with any term of the award. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the Government.

14. Subrecipient certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

- a) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- d) Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

LIST OF EXHIBITS

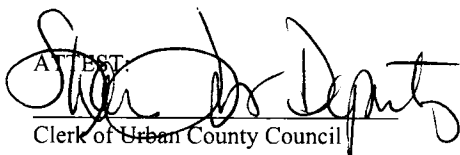
- Exhibit 1** Government's Written Standards (ESG Guidelines)
- Exhibit 2** Homeless Checklist
- Exhibit 3** At-risk Checklist
- Exhibit 4** COC's Drafted Policies and Procedures for Common Assessment and Coordinated Entry
- Exhibit 5** Income Checklist
- Exhibit 6** Fair Market Rent
- Exhibit 7** Rent Reasonableness Checklist
- Exhibit 8** Documenting Income
- Exhibit 9** Utility Allowances
- Exhibit 10** Rental Assistance Agreement
- Exhibit 11** Recertification Requirements
- Exhibit 12** 24 CFR Part 576 Emergency Solutions Grant Program

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY:  _____

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

SUBRECIPIENT: ARBOR YOUTH SERVICES,
INC.

BY:  _____

Ginny Vicini, Executive Director
Name and Title of Authorized Official



**Lexington-Fayette Urban County Government
Standards for Providing ESG Assistance
2016 Annual Action Plan**

The standards for operating rapid rehousing/homelessness prevention programs are as follows:

RAPID RE-HOUSING

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance *as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.* This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR §576.2 **or** who meet the criteria under paragraph (4) of the “homeless” definition **and** live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR §576.105, the short- and medium-term rental assistance requirements in 24 CFR §576.106, as outlined below **and** in the written standards and procedures established under 24 CFR §576.400.

Successful and effective rapid re-housing program demonstrates the ability to accomplish the model’s three primary goals:

- Reduce the length of time program participants spend homeless,
- Exit households to permanent housing, and
- Limit returns to homelessness within a year of program exit. Programs that will be viewed as effective at achieving the goals referenced above will be able to demonstrate their capacity at:

Housing Identification

Housing Identification is the first core component of rapid re-housing, the goal of which is to find housing for program participants quickly. Activities under this core component include recruiting landlords with units in the communities and neighborhoods where program participants want to live and negotiating with landlords to help program participants access housing. Housing identification efforts should be designed and implemented to actively recruit and retain landlords and housing managers willing to rent to program participants who may otherwise fail to pass typical tenant screening criteria. One of the primary activities under housing identification is the recruitment of landlords as landlord recruitment and support is essential to program participants having rapid access to permanent housing from the moment they enter the program. The more partnerships with landlords the program has developed, the more opportunities program participants have to rapidly obtain permanent housing.

while also helping participants develop and test skills they will use to retain housing once they are no longer in the program. Rapid re-housing assistance should end and the case should be closed when the participant is no longer going to be imminently homeless. In some instances, case management may continue after financial assistance ends if appropriate or requested by the household. For those that will require ongoing support after exiting the rapid re-housing program, case managers should provide participants with warm handoffs to mainstream and community-based services that will continue to assist them.

HOMELESSNESS PREVENTION

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR §576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition **or** who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR §576.2 **and** have an annual income *below 30 percent* of median family income for the area, as determine by HUD.

The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant’s current permanent housing or move into other permanent housing and achieve stability in that housing.

ESG’s *Homeless Prevention* program will serve households who have the highest risk of becoming homeless without ESG assistance. In particular,

- families with children lacking stable housing, who meet the definition of at-risk, and
- youth between the ages of 18 and 24 who have aged out of foster care and who have no support networks

Levels of assistance are as follows:

Medium-term rental assistance, lasting up to 12 months, based on the needs of the participant. The case manager will asses the client to determine how much financial assistance and for how long is needed to achieve housing stability. The assessment is based on the amount of housing barriers of the individual/family. Financial assistance may include:

- Deposit on a rental unit
- Rental assistance that will decrease over the months of assistance as the participant becomes more self-sufficient. The grant may pay the following percentage of rent:
 - Months 1-3 – up to 80%
 - Months 4-6 – up to 65%
 - Months 7-9 – up to 50%
 - Months 9-12 – up to 35%
- Deposit for utility service, if utilities not included in rent, up to \$300.

payment of a utility bill counts as one month. All payments for utilities must be itemized by 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. These payments in arrears are not included in calculating the program participant's total rental assistance of up to six months.

Rental assistance payments may only be made to an owner with whom the agency has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the agency 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 agency must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. Late payment penalties are not ESG eligible expenses.

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks.

The Case Manager must meet with all program participants not less than once per month to assist participants in ensuring long-term housing stability while providing homelessness prevention or rapid rehousing assistance.

If the agency intends to terminate assistance to clients who violate program requirements, the Agency must do so by use of a formal process that recognizes the rights of the individuals affected. The formal process for terminating rental assistance must comply with 24 CFR 576.402 (b).

EMERGENCY SHELTER OPERATIONS

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. Refer to 24 CFR §576.102 for eligible costs and requirements.

Emergency Solutions Grant Funds will be used for operation of emergency shelters for single men, single women, families, unaccompanied youth, and victims of domestic violence. Emergency shelters are defined as facilities that provide overnight accommodations for homeless persons.

Shelters must establish written standards for the provision of assistance under the Emergency Solutions Grants program and apply these standards consistently for all program participants, to

- (8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- (9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- (10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.
- (11) *Fire safety.* There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

Shelters shall administer a policy designed to ensure that facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

Shelters shall develop procedures that insure confidentiality of records pertaining to an individual provided family violence prevention or treatment services.

Shelters shall comply with the requirements of 24 CFR 576.402 which provides for the termination of assistance to individuals who violate program requirements. Termination of assistance must be in accordance with a formal process established by the Shelter that recognizes the rights of individuals affected. The Shelter must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

The Shelter must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.

The Shelter shall comply with the requirements of Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 through 3619, and all implementing regulations and executive orders; shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

The Shelter shall ensure that emergency services shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Shelter shall not inquire about the sexual orientation or gender identity of any applicant for or person receiving these services.

Exhibit 2

HOMELESS STATUS DOCUMENTATION CHECKLIST

Participant Household Name: _____

Initial or Re-Assessment: <input checked="" type="checkbox"/>	Date:	ESG Staff Initials:
<input type="checkbox"/> Initial Eligibility Assessment		
<input type="checkbox"/> Eligibility Re-Assessment		

HUD'S PREFERRED ORDER OF DOCUMENTATION

1) THIRD PARTY DOCUMENTATION:

- a. **SOURCE DOCUMENTS (NOTICES/STATEMENTS)** – Document not created for purpose of ESG program (i.e. HMIS record, eviction notice, court order to leave apartment, etc).
- b. **WRITTEN DOCUMENTS (LETTERS/REFERRALS)** – Official communication issued on agency stationary or program template (i.e., Certification of homelessness, written referral form, etc).
- c. **VERBAL STATEMENTS** – From 3rd party providing verification and documented in case notes (signed & dated by case manager as true and complete).

2) CASE MANAGERS' OBSERVATIONS: Case notes documenting observations and assessment (signed & dated by case manager as true and complete).

3) SELF-CERTIFICATION (INDIVIDUAL/HEAD OF HOUSEHOLD STATEMENT): Written statement certified (signed & dated as true and complete). Document *DUE DILIGENCE* – effort to obtain 3rd party verification (i.e. phone logs, email correspondence, etc); details of outcome, including obstacles (signed & dated by case manager as true and complete).

Applicable	In File	CATEGORY 1 – UNSHELTERED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PLACE NOT MEANT FOR HUMAN HABITATION
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<ol style="list-style-type: none"> 1. <input type="checkbox"/> Source Document: i.e., Homeless certification/written referral from local law enforcement or emergency medical service agencies 2. <input type="checkbox"/> Written Third Party: i.e., Homeless Certification and/or Referral Form (e.g., New Life Day Center, Steppin' To A New Beat, Paragon Family Practice, homeless street outreach provider, etc). 3. <input type="checkbox"/> Verbal Third Party: Statement verifying information, documented in case notes as true and complete, explanation why third party written information was not available (signed & dated by case manager) 4. <input type="checkbox"/> Intake Observations: Documented observations and assessment in case notes (signed & dated by case manager) 5. <input type="checkbox"/> Self-Certification: Applicant self-declaration of homelessness, written statement signed & dated as true and complete <input type="checkbox"/> Documentation of due diligence in case notes (signed & dated by case manager)

HOMELESS STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 2 – IMMINENT RISK OF HOMELESSNESS
		<p>1. <input type="checkbox"/> Self-Certification supported by</p> <p>2. <input type="checkbox"/> Written Third Party: i.e., written statement by homeowner/lease holder, etc. <input type="checkbox"/> Documentation of due diligence</p> <p style="text-align: center;">AND</p> <p>DOCUMENTATION OF</p> <p>1. <input type="checkbox"/> No subsequent residence: Self-Certification, supported by other documentation when practical</p> <p>2. <input type="checkbox"/> Lack of resources & support networks to obtain other housing: Self-Certification, supported by other documentation when practical</p>

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 3 – HOMELESS UNDER OTHER FEDERAL STATUTE
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>DEFINED AS HOMELESS UNDER APPLICABLE FEDERAL STATUTES AND ONE OF 4 CONDITIONS</p> <p>HOMELESS UNDER APPLICABLE FEDERAL STATUTES</p> <p>1. <input type="checkbox"/> Source Document Only. Must be from agency administering Federal program (may be in the form of Homeless Certification or Letter from provider)</p> <p style="text-align: center;">AND MUST MEET ONE OF THE FOLLOWING 4 CONDITIONS</p> <p>A. No lease, ownership interest, occupancy agreement in permanent housing during preceding 60 days. Self-Certification supported by:</p> <p>1. <input type="checkbox"/> Source Document: i.e., HMIS shelter stay record</p> <p>2. <input type="checkbox"/> Written Third Party: i.e., Homeless Certification and/or written referral from housing provider, written statement from a tenant/homeowner, etc.</p> <p>3. <input type="checkbox"/> Verbal Third Party: Document due diligence to obtain third-party written verification</p> <p>B. Persistent Instability (2 or more moves during preceding 60 days)</p> <p>1. <input type="checkbox"/> Source Document: i.e., Eviction records, etc.</p> <p>2. <input type="checkbox"/> Written Third Party: i.e., Homeless Certification and/or written referral from housing provider, written statement from a tenant/homeowner, etc.</p> <p>3. <input type="checkbox"/> DOMESTIC VIOLENCE: SELF-CERTIFICATION – THIRD PARTY VERIFICATION NOT REQUIRED FOR MOVE PROMPTED BY FLIGHT FROM DV</p> <p>C. Expected to retain status for extended period due to Special Needs</p> <p>1. <input type="checkbox"/> Source Document: Written diagnosis from professional licensed by state to diagnose and treat condition</p> <p>2. <input type="checkbox"/> Intake observation: Confirmed by written diagnosis from licensed professional within 45 days</p> <p>D. Expected to retain status for extended period due to 2 or more Employment Barriers:</p>

HOMELESS STATUS DOCUMENTATION CHECKLIST

Notes:	

AT RISK STATUS DOCUMENTATION CHECKLIST

Exhibit 3

Participant Household Name: _____

Initial or Re-Assessment: <input checked="" type="checkbox"/>	Date:	ESG Staff Initials:
<input type="checkbox"/> Initial Eligibility Assessment		
<input type="checkbox"/> Eligibility Re-Assessment		

HUD'S PREFERRED ORDER OF DOCUMENTATION

1) THIRD PARTY DOCUMENTATION:

- a. **SOURCE DOCUMENTS (NOTICES/STATEMENTS)** – Document not created for purpose of ESG program (i.e. HMIS record, eviction notice, court order to leave apartment, etc).
- b. **WRITTEN DOCUMENTS (LETTERS/REFERRALS)** – Official communication issued on agency stationary or program template (i.e., Certification of homelessness, written referral form, etc).
- c. **VERBAL STATEMENTS** – From 3rd party providing verification and documented in case notes (signed & dated by case manager as true and complete).

2) CASE MANAGERS' OBSERVATIONS: Case notes documenting observations and assessment (signed & dated by case manager as true and complete).

3) SELF-CERTIFICATION (INDIVIDUAL/HEAD OF HOUSEHOLD STATEMENT): Written statement certified (signed & dated as true and complete). Document *DUE DILIGENCE* – effort to obtain 3rd party verification (i.e. phone logs, email correspondence, etc); details of outcome, including obstacles (signed & dated by case manager as true and complete).

CATEGORY 1 – INDIVIDUALS & FAMILIES AT RISK

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>Insufficient financial resources or support networks to prevent homelessness AND meet 1 of 6 risk factors:</p> <p>RISK 1: PERSISTENT HOUSING INSTABILITY (2 OR MORE MOVES WITHIN 60 DAYS) DUE TO ECONOMIC REASONS</p> <p>A. DOCUMENTATION OF HOUSING INSTABILITY (2 or more moves within 60 days)</p> <p><input type="checkbox"/> Written Third Party Document: i.e., HMIS records, referral from housing/service provider, letter from tenant/owner (case manager observation not appropriate)</p> <p style="text-align: center;">AND</p> <p>B. DOCUMENTATION OF ECONOMIC REASONS (employment loss, unexpected medical costs, inability to maintain housing including utilities, etc.)</p> <p><input type="checkbox"/> Written Third Party Document: i.e., Notice of termination, health care and utility bills showing arrears (case manager observation not appropriate)</p>

AT RISK STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 1 – INDIVIDUALS & FAMILIES AT RISK
		<p>RISK 6: EXITING A PUBLICALLY FUNDED INSTITUTION OF SYSTEM OF CARE</p> <p><input type="checkbox"/> Written Third Party Document: i.e., Discharge paperwork, referral letter, documenting discharge from health care facility, mental health facility, foster care or other youth facility or correction program</p>

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 2 – HOMELESS CHILDREN & YOUTH
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>DEFINED AS HOMELESS UNDER APPLICABLE FEDERAL STATUTES</p> <p><input type="checkbox"/> Written Third Party Document Only: Certification of Homeless Status must be provided by agency administering applicable Federal program (may be in the form of a letter or standardized form)</p>

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 3 – HOMELESS CHILDREN & YOUTH INCLUDING FAMILIES/GUARDIANS
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>DEFINED AS HOMELESS UNDER § 725(2) OF MCKINNEY-VENTO</p> <p><input type="checkbox"/> Written Third Party Document Only: Certification of Homeless Status must be provided by agency administering the Federal program. Must confirm that family/guardian is residing with the children/youth. May be letter or referral (<i>**recommend standardized Homeless Certification form</i>).</p>

In File (Always Applicable) <input checked="" type="checkbox"/>	<p>OTHER HOUSING OPTIONS, FINANCIAL RESOURCES & SUPPORT NETWORKS – Documentation of whether household will become or remain homeless <i>“but for”</i> ESG assistance.</p>
<input type="checkbox"/>	<p>OTHER SUBSEQUENT HOUSING OPTIONS</p> <p><input type="checkbox"/> Self-Declaration: Description of lack of other housing options as recorded on assessment form or other case file documentation (e.g., case notes)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Brief, written description by case manager indicating absence of appropriate and/or reasonable housing options sufficient to prevent or end homelessness</p>
<input type="checkbox"/>	<p>FINANCIAL RESOURCES & SUPPORT NETWORKS</p> <p><input type="checkbox"/> Self-Declaration: Description of lack of other financial resources and support networks as recorded on assessment form or other case file documentation (e.g., case notes)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Self-declaration includes current bank account balance(s)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Assessment and documentation (if applicable) of other assets, per ESG grantee asset policy, indicating allowable amount</p> <p style="padding-left: 20px;"><input type="checkbox"/> Brief, written description by case manager indicating absence of financial resources and support networks sufficient to prevent or end homelessness</p>



LEXINGTON

Lexington CoC – DRAFT – Policies and Procedures for Common Assessment and Coordinated Entry

*Please note this is a working document subject to approval by the
Lexington Continuum of Care Advisory Board.*

All VI-SPDAT references refer to the version currently available in the KYHMIS System.

Lexington Continuum of Care Values, Priorities and Goals

- *We value programs with outcomes that demonstrate progress toward reducing and ending homelessness as quickly as possible with an ultimate goal of no more than 30 days.*
- *We value innovative and diverse programming that addresses gaps in community services.*
- *We value quality programming that is accountable to the community through outcomes measurement.*
- *We value the effort to access the maximum amount of funding available to the Lexington CoC.*
- *We value the commitment to serve all people who are in need of assistance regardless of age, race, color, creed, religion, sex, handicap, national origin, familial status, marital status, sexual orientation or gender identity*
- *We value and respect the decisions and choices of those who find themselves homeless and seek to optimize self-sufficiency.*

The Lexington CoC developed the following Coordinated Entry standards to ensure:

- Program accountability to individuals and families experiencing homelessness; specifically those who are experiencing chronic homelessness or are high-need/high-acuity.
- Program compliance with HUD rules
- System access, prioritization, and housing placement uniformity
- Adequate program staff competence and training to create an environment, locally and CoC-wide, of coordination, uniformity, and speed in housing placement

How is this different?

Traditionally, the system of entry and referral to housing and service supports was based on a “first-come, first-served” basis and in some places still is. But years of research, re-thinking, and a commitment to moving away from the linear approach to housing placement and moving toward quickly placing people into appropriate housing, has shifted the way we do business.

Historic Practice is Program Centric	Coordinated Access/Entry/Assessment is Client Centric
Should we accept this family into our program?	What housing and service intervention is the best fit for each family and individual?
Unique entry and assessment forms for each individual program.	Standard forms, assessment, and entry processes across all programs.
Uneven knowledge about existing programs, eligibility, and purpose in communities.	Accessible information about housing and service options in the CoC.

The intention of implementing Coordinated Entry in Lexington is to:

1. Target the correct housing intervention to the correct individual (family), particularly for those with high acuity and high need.
2. Divert people away from the system who can resolve their own homelessness.
3. Greatly reduce the length of homelessness by moving people quickly into the appropriate housing.
4. Greatly increase the possibility of housing stability by targeting the appropriate housing intervention to the corresponding needs.

Lexington CoC's Common Assessment Tool: VI-SPDAT

What is the VI-SPDAT?

The Lexington CoC approved the VI-SPDAT as the CoC's common assessment tool. The VI-SPDAT is a pre-screening, or triage tool that is designed to be used by all providers within a community to quickly assess the health and social needs of homeless persons and match them with the most appropriate support and housing interventions that are available.

Compare homelessness in your community to a mass casualty event that sends many people to the hospital emergency department: there will be some serious injuries that require immediate intervention, while others may be able to wait to be treated, and some injuries may not need medical attention at all. The emergency department staff will need to identify whom to treat first and why, based upon the best available evidence.

A triage tool like the VI-SPDAT allows homeless service providers to similarly assess and prioritize the universe of people who are homeless in their community and identify whom to treat first based on the acuity of their needs. It is a brief survey that service providers, outreach workers, and even volunteers can use to determine an acuity score for each homeless person who participates. The scores can then be compared and used to identify and prioritize candidates for different housing interventions based upon their acuity. Using the VI-SPDAT, providers can move beyond only assisting those who present at their particular agency and begin to work together to prioritize all homeless people in the community, regardless of where they are assessed, in a consistent and transparent manner.

Sometimes the VI-SPDAT is confused with or used interchangeably with the SPDAT. Whereas the VI-SPDAT is a triage tool (also referred to as a pre-screen tool), the SPDAT is an assessment tool. The SPDAT digs deeper into the context, history, environment and severity of an issue in a more nuanced manner than the VI-SPDAT. To return to the metaphor of a hospital emergency department, the VI-SPDAT is the triage station asking a series of questions to confirm what is occurring and to understand a particular patient's needs in comparison to all other patients; the SPDAT is what happens when the doctor sees the patient, rounds out the understanding of the issue, and advises the appropriate treatment protocol for that individual. The VI-SPDAT is designed to determine the presence and acuity of an issue and identify clients to refer for assessment for specific housing interventions, but it is not intended to provide a comprehensive assessment of each person's needs.

- Based upon the Prescreen Acuity Score of the VI-SPDATs, programs and communities can arrive at best possible housing intervention that applies, as follows:

VI-SPDAT Individuals

Intervention Recommendation	VI-SPDAT Prescreen Score for Individuals
Permanent Supportive Housing/Housing First	8+
Rapid Re-Housing	4-7
Diversion	0-3

VI-SPDAT Families

Intervention Recommendation	VI-SPDAT Prescreen Score for Families
Permanent Supportive Housing/Housing First	9+
Rapid Re-Housing	4-8
Diversion	0-3

- Scores on the VI-SPDAT populate the local prioritization list in KYHMIS, and at weekly Placement Committee meetings all the partners and others with housing resources decide who enters housing next by acuity. For more details on this process see the accompany document entitled Lexington CoC Policies and Procedures for Coordinated Entry Placement Process.
- While no formal training is required for the VI-SPDAT to be used, if a program or staff person requires training or assistance in utilizing the VI-SPDAT, the following resources are available:

VI-SPDAT for Individuals Version 2.0 Training Video:

VI-SPDAT for Families Version 2.0 Training Video:

SETTING UP THE VI-SPDAT – YOUR INTRODUCTORY SCRIPT

It is recommended that everyone in your community use the same introductory script. Create one that explains how your community is using the VI-SPDAT, how the information is stored, and what happens with the information collected from the VI-SPDAT. In your script, you should relay the following:

- The name of the surveyor and the organization that he or she is affiliated with;
- That the survey takes 10 minutes or less to complete (although the addition of non-scoring questions will increase this time)
- That you are looking for yes, no or one word answers, not their full story;
- Some questions are of a sensitive nature, and they may choose to refuse to answer any question;
- If they do not understand what a particular question is asking, or if the surveyor thinks that the question may not have been understood, that clarification can and will be provided;
- Information collected goes into your community's data system/HMIS;
- Consent to participate in the survey;
- The importance of honest responses;
- What happens with the information and how they can request access to the results?

Where there is flexibility in the wording/content, and where there is not...

Each question in the VI-SPDAT ties into one or more of the components of the SPDAT. The inclusion of each question is supported by an extensive body of evidence from peer-reviewed studies and government documents, and/or extensive data from program operations.

Each word and phrase within the tool has been carefully and rigorously tested. Some questions permit adjustments to the wording to allow for differences in the local context: for example, in Question 3, "emergency room" may be changed to "emergency department" in communities where the latter is more commonly used. In some cases you have some flexibility to alter a word or phrase without it having a bearing on the intent of the tool, and in others you cannot change the wording.

Making changes to the wording of a question, other than those that are identified, may mean that the question will no longer be grounded in evidence and may not elicit the information for which it was designed. Permission is required from Community Solutions and OrgCode Consulting, Inc. to make amendments because they own the intellectual property of the tool.

Unlike the SPDAT assessment, which uses multiple methods for information capture, the VI-SPDAT is designed and structured to only use self-report. A person who is being surveyed using the VI-SPDAT should be able to complete it with anyone, not just the people who know her/his case history or have other information from other circumstances or sources.

The order of the VI-SPDAT cannot change. As a self-reported tool, the sequence is vitally important and links it back to the SPDAT for those communities that are using both tools.

Consent

An individual **must** provide informed consent prior to the VI-SPDAT being completed. You cannot complete a VI-SPDAT with a client without that person's knowledge and explicit agreement. You also cannot complete the VI-SPDAT solely through observation or using known information within your organization.

comparable database. Paper files can also be kept as long as they are stored in a secure location.

TOOLS

Several tools are available in the successful implementation of a coordinated entry processes. Important tools and concepts in the process are follows, with the specific tool that is utilized in the Lexington CoC:

Tool or Concept	Specific Solution Used by Lexington CoC
A common assessment tool at entry into the homeless service system.	Individual and Family VI-SPDATs.
A common process for prioritization for housing.	Lexington CoC Coordinated Entry Policies and Procedures.
A common referral mechanism across programs.	Housing Placement Meetings
A common community-level process for housing placement.	Housing Placement Meetings
A common tool for case management and housing stabilization.	Individual and Family Full SPDATs.
A common method to measure results of the process.	KYHMIS (in accordance with HUD's Performance Measurements)

PRIORITIZATION:

The Lexington CoC has established the following prioritization criteria for housing placement.

Prioritization Table for Housing:

<ol style="list-style-type: none"> 1.) Chronically Homeless + Length of Time Homeless + Highest Acuity 2.) Chronically Homeless + Length of Time Homeless 3.) Chronically Homeless + Highest Acuity 4.) Disability + Highest Acuity + Length of Time Homeless 5.) Disability + Currently residing in Emergency Shelter, Street (etc.), Safe Havens 6.) Disability + Transitional Housing 7.) Others according to Acuity Score
--

DF

- History of Frostbite, Hypothermia, or Immersion Foot
 - HIV/AIDS
 - Congestive Heart Failure
 - Cancer
 - Diabetes
2. A severe mental health condition. This may either be diagnosed or observed by the assessor/case manager/outreach worker.
 3. Evidence of self-neglect. Observation by the assessor/case manager/outreach worker is sufficient to meet this condition.
 4. Old age. The individual is 65 years of age or older

This process is intended to be person-centric, not program-centric (i.e., the end result will not always be PSH placement, but rather to match a highly vulnerable person to the appropriate housing resource). The only guarantee related to this process is that the individual will receive a review. Not all cases will have immediate placement. In some instances, Housing Placement Committee may determine that the initial score and position on the registry is correct given the severity of other cases. In other situations, the review panel may determine that a higher score is warranted, though immediate placement is still not feasible.

ASSIGN WITH CLIENT CHOICE

When housing resources are available, the program will provide safe, affordable housing that meets participants' needs in accordance with the coordinated access and prioritization process, based on acuity and eligibility. The program will also provide the most barrier-free, rapid, and successful entry into housing for each eligible client, by acuity, with as few barriers to housing as possible. The program will not concentrate on only the clients eligible for their specific program, but the ability of all clients in a community to access the appropriate housing.

STEPS:

1. In providing or arranging for housing, the program considers the needs of the individual or family experiencing homelessness.
2. The program provides assistance in accessing suitable housing and is guided by client choice.
3. Housing location is completed quickly, and effectively, with client participation.
4. Programs agree to accept 3 out of 4 of every referrals from their local prioritization process. Accountability to the housing placement process by each program will be paramount.

Making a referral is the process by which programs, once they have prioritized their clients, place clients into housing interventions and service programs. Client choice should be at the center of any referral and placement, with the client being completely sure of the next steps of their journey from street into housing, and aware of the processes to get them there.

DEFINITIONS:

Acuity – When utilizing the VI-SPDAT Prescreens, acuity speaks to the presence of a presenting issue based on the prescreen score. In the context of the Full SPDAT assessments, acuity refers to the severity of the presenting issues. In the case of an evidence-informed

Disabling Condition – (1) a condition that: (i) is expected to be long-continuing or of indefinite duration; (ii) substantially impedes the individual's ability to live independently; (iii) could be improved by the provision of more suitable housing conditions; and (iv) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury; or (2) a development disability, as defined above; or (3) the disease of Acquired Immunodeficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for Acquired Immunodeficiency Syndrome, including infection with the Human Immunodeficiency Virus (HIV). 24 CFR 583.5.

Diversion – Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing. Diversion programs can reduce the number of families becoming homeless, the demand for shelter beds, and the size of program wait lists. The main difference between diversion and other permanent housing-focused interventions centers on the point at which intervention occurs. Prevention targets people at imminent risk of homelessness, diversion targets people as they are applying for entry into shelter, and rapid re-housing targets people who are already homeless.

Here is a link to more guidance on Diversion:
http://b.3cdn.net/naeh/2b98efdfcf27486475_uim6b5a3h.pdf

Family - includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or (2) A group of persons residing together, and such group includes, but is not limited to: (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (ii) An elderly family; (iii) A near-elderly family; (iv) A disabled family; (v) A displaced family; and (vi) The remaining member of a tenant family. 24 CFR 5.403.

Homeless – means

- 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);

SPDAT”) has an individual and family tool. Staff must be trained by OrgCode Consulting. The SPDAT can be completed on paper or in HMIS and attached to a client record.

Rapid Re-Housing (RRH) –An intervention designed to help individuals and families exit homelessness as quickly as possible, return to permanent housing, and achieve stability in that housing. Rapid re-housing assistance, operating in a Continuum of Care and/or Housing First model, is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid re-housing program are housing identification and relocation, short-and/or medium term rental assistance and move-in (financial) assistance, and case management and housing stabilization services. This assistance is subject to the definitions and requirements set forth in 24CFR§576.2 “Homeless” paragraph (1) and paragraph (4) who are residing in a place set forth in (1), 24CFR§576.105, 24CFR§576.106 and 24CFR§576.400. (24CFR§576.104 & *Core Components of Rapid Re-Housing*, National Alliance to End Homelessness); VI-SPDAT scores consisting of individuals/families scoring 5-9.

Transitional Housing (TH) – housing to facilitate the movement of individuals and families experiencing homelessness into permanent housing within 24 months. 24 CFR 578.3.

<i>Permanent Supportive Housing (PSH)</i>	<i>Rapid Re-housing (RRH)</i>	<i>Transitional Housing (TH)</i>
<i>Permanent Housing</i>	<i>Permanent Housing</i>	<i>Temporary Housing</i>
<i>Permanent Assistance</i>	<i>Temporary Assistance</i>	<i>Temporary Assistance</i>

ESG DOCUMENTATION CHECKLIST: INCOME ELIGIBILITY

Participant Household Name: _____

Initial or Re-Assessment: <input checked="" type="checkbox"/>	Date:	ESG Staff Initials:
<input type="checkbox"/> Initial Eligibility Assessment		
<input type="checkbox"/> Eligibility Re-Assessment		

HUD'S PREFERRED ORDER OF DOCUMENTATION
<p>1) THIRD PARTY DOCUMENTATION:</p> <ul style="list-style-type: none"> a. SOURCE DOCUMENTS (NOTICES/STATEMENTS) – Document not created for purpose of ESG program (i.e. wage pay stubs, Social Security benefits, banking checking/savings accounts, etc). b. WRITTEN DOCUMENTS (LETTERS/REFERRALS) – Official communication issued on agency stationary or program template. c. VERBAL STATEMENTS – From 3rd party providing verification and documented in case notes (signed & dated by case manager as true and complete). <p>2) SELF-CERTIFICATION (INDIVIDUAL/HEAD OF HOUSEHOLD STATEMENT): Written statement certified (signed & dated as true and complete). Document DUE DILIGENCE – effort to obtain 3rd party verification (i.e. phone logs, email correspondence, etc); details of outcome, including obstacles (signed and dated by case manager as true and complete).</p>

In File (Always Applicable)	Documentation
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	COMPLETED INITIAL/RECERTIFICATION CONSULTATION – Case Worker assessment with applicant to determine eligibility and appropriate assistance type and amount (or recertify eligibility and reassess appropriate assistance type and amount).

Applicable	In File	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	HOUSEHOLD INCOME – Documentation of each identified source of current income for the household and documentation of household income calculation indicating household gross income at or below 30% Area Median Income (AMI) .
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>WAGES & SALARY</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: i.e., Most recent pay stubs, checking/savings account, etc. <input type="checkbox"/> 2) Written Document: i.e., Official communication on agency stationary or program template <input type="checkbox"/> 3) Verbal Third Party: Statement from employer verifying salary, recorded by case manager, and signed and dated as true and complete. <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 4) SELF-CERTIFICATION: Applicant's certified written statement, signed and dated as true and complete. <ul style="list-style-type: none"> <input type="checkbox"/> Due Diligence: Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>SELF EMPLOYMENT/BUSINESS INCOME</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: i.e., Most recent federal or state tax returns showing business income, checking/savings account, etc. <input type="checkbox"/> 2) Written Document: i.e., Letter stating use of services <input type="checkbox"/> 3) Self-Certification: Applicant's certified written statement signed and dated as true and complete. Supported by applicant's written records of dates of service, accounting, etc. <ul style="list-style-type: none"> <input type="checkbox"/> Due Diligence: Documentation of due diligence in case notes (signed & dated by case manager)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>INTEREST & DIVIDEND INCOME</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: i.e., Recent interest or dividend income statement, federal or state tax return showing interest, dividend or other net income <input type="checkbox"/> 2) Verbal Third Party: Statement verifying interest/dividend income or other case file record of income information obtained by case manager

ESG Documentation Checklist: Income Eligibility

<p>In File (Always Applicable)</p> <p><input checked="" type="checkbox"/></p>	<p>HOUSEHOLD INCOME CALCULATION – Documentation of each identified source of current income for the household and documentation of household income calculation indicating household gross income at or below 30% Area Median Income.</p>
<p><input type="checkbox"/></p>	<p>INCOME CALCULATION WORKSHEET – Documentation showing income calculation (estimated annual gross income based on current income) and comparison to Area Median Income.</p>

<p>In File (Always Applicable)</p> <p><input checked="" type="checkbox"/></p>	<p>OTHER HOUSING OPTIONS, FINANCIAL RESOURCES & SUPPORT NETWORKS – Documentation of whether household will become or remain homeless “but for” ESG assistance.</p>
<p><input type="checkbox"/></p>	<p>OTHER SUBSEQUENT HOUSING OPTIONS</p> <p><input type="checkbox"/> Self-Declaration: Description of lack of other housing options as recorded on assessment form or other case file documentation (e.g., case notes)</p> <p><input type="checkbox"/> Brief, written description by case manager indicating absence of appropriate and/or reasonable housing options sufficient to prevent or end homelessness</p>
<p><input type="checkbox"/></p>	<p>FINANCIAL RESOURCES & SUPPORT NETWORKS</p> <p><input type="checkbox"/> Self-Declaration: Description of lack of other financial resources and support networks as recorded on assessment form or other case file documentation (e.g., case notes)</p> <p><input type="checkbox"/> Self-declaration includes current bank account balance(s)</p> <p><input type="checkbox"/> Assessment and documentation (if applicable) of other assets, per ESG grantee asset policy, indicating allowable amount</p> <p><input type="checkbox"/> Brief, written description by case manager indicating absence of financial resources and support networks sufficient to prevent or end homelessness</p>
<p><input type="checkbox"/></p>	<p>SIGNED STAFF CERTIFICATION OF ELIGIBILITY FOR ESG ASSISTANCE (must use HUD form)</p>
<p>Notes:</p>	<p> </p> <p> </p> <p> </p>

Exhibit 6



FY 2017 FAIR MARKET RENT DOCUMENTATION SYSTEM

The Final FY 2017 Lexington-Fayette, KY MSA FMRs for All Bedroom Sizes

Final FY 2017 FMRs By Unit Bedrooms

	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
Final FY 2017 FMR	\$528	\$605	\$775	\$1,108	\$1,366
Final FY 2016 FMR	\$533	\$617	\$796	\$1,143	\$1,377
Percentage Change	-0.9%	-1.9%	-2.6%	-3.1%	-0.8%

The Lexington-Fayette, KY MSA consists of the following counties: Bourbon County, KY; Clark County, KY; Fayette County, KY; Jessamine County, KY; Scott County, KY; and Woodford County, KY. All information here applies to the entirety of the Lexington-Fayette, KY MSA.

Fair Market Rent Calculation Methodology

Show/Hide Methodology Narrative

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2010-2014 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2017 provided the estimate is statistically reliable. For FY2017, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself.

If an area does not have a reliable 2010-2014 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin or error test described above. If so, the FY2017 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate State for the area's corresponding metropolitan area (if applicable) or

RENT REASONABLENESS CHECKLIST & CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Street Address				
Unit Number				
Zip Code				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
AMENITIES:				
Accessibility/Bus Line				
Laundry On-Site				
Washer/Dryer Hook-Up				
Handicap Accessible?				
Housing Type				
Neighborhood				
Year Built				
Utilities Tenant Pays				
Utility Cost estimate				
Unit Rent				
Gross Rent	\$0	\$0	\$0	\$0

CERTIFICATION:

A. Compliance with Payment Standard

\$0	\$0	\$0
-----	-----	-----

Proposed Unit Rent + Utility Estimate = Gross Rent

Approved Rent Does NOT Exceed Applicable Payment Standard of:

 \$0

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit IS reasonable IS NOT reasonable

Signature _____

Exhibit 8

STATE: KENTUCKY

-----SECTION 8 INCOME LIMITS-----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Lexington-Fayette, KY MSA FY 2016 MFI: 66100	13900 23150 37050	16020 26450 42350	20160 29750 47650	24300 33050 52900	28440 35700 57150	32580 38350 61400	36730 41000 65600	40890 43650 69850
Louisville/Jefferson County, KY-IN MSA								
Louisville, KY-IN HMFA FY 2016 MFI: 67000	14100 23450 37550	16100 26800 42900	20160 30150 48250	24300 33500 53600	28440 36200 57900	32580 38900 62200	36730 41550 66500	40890 44250 70800
Shelby County, KY HMFA FY 2016 MFI: 71900	15100 25200 40250	17250 28800 46000	20160 32400 51750	24300 35950 57500	28440 38850 62100	32580 41750 66700	36730 44600 71300	40890 47500 75900
Owensboro, KY MSA FY 2016 MFI: 59400	12500 20800 33250	16020 23800 38000	20160 26750 42750	24300 29700 47500	28440 32100 51300	32580 34500 55100	36730 36850 58900	39250 39250 62700
Adair County, KY FY 2016 MFI: 46700	11880 16350 26150	16020 18700 29900	20160 21050 33650	23350 23350 37350	25250 25250 40350	27100 27100 43350	29000 29000 46350	30850 30850 49350
Anderson County, KY FY 2016 MFI: 66500	14000 23300 37250	16020 26600 42600	20160 29950 47900	24300 33250 53200	28440 35950 57500	32580 38600 61750	36730 41250 66000	40890 43900 70250
Ballard County, KY FY 2016 MFI: 57900	12150 20200 32250	16020 23050 36850	20160 25950 41450	24300 28800 46050	28440 31150 49750	32580 33450 53450	35750 35750 57150	38050 38050 60800
Barren County, KY FY 2016 MFI: 52600	11880 18450 29500	16020 21050 33700	20160 23700 37900	24300 26300 42100	28440 28450 45500	30550 30550 48850	32650 32650 52250	34750 34750 55600
Bath County, KY FY 2016 MFI: 37800	11880 16250 26000	16020 18600 29700	20160 20900 33400	23200 23200 37100	25100 25100 40100	26950 26950 43050	28800 28800 46050	30650 30650 49000
Bell County, KY FY 2016 MFI: 32700	11880 17850 28600	16020 20400 32650	20160 22950 36750	24300 25500 40800	27550 27550 44100	29600 29600 47350	31650 31650 50600	33700 33700 53900
Boyle County, KY FY 2016 MFI: 51000	11880 17850 28600	16020 20400 32650	20160 22950 36750	24300 25500 40800	27550 27550 44100	29600 29600 47350	31650 31650 50600	33700 33700 53900
Breathitt County, KY FY 2016 MFI: 29600	11880 16250 26000	16020 18600 29700	20160 20900 33400	23200 23200 37100	25100 25100 40100	26950 26950 43050	28800 28800 46050	30650 30650 49000

Exhibit 9

**Allowances for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
Exp 09/30/2017

LOCALITY		Unit Type		Effective Date			
Lexington Housing Authority		Mobile Home		1/1/2016			
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5BR	
Heating	a. Natural Gas	37	45	53	62	74	83
	b. Bottle Gas	86	94	177	216	275	315
	c. Electric	34	48	61	75	95	109
	d. Oil/Other	82	115	147	180	229	262
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	15	20	26	32	41	47
	c. Electric	4	6	8	9	12	14
	d. Oil/Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric	23	28	33	38	46	51	
Air Conditioning	4	5	6	7	8	9	
Water Heating	a. Natural Gas	6	8	11	13	16	19
	b. Bottle Gas	32	44	57	70	89	102
	c. Electric	12	16	21	25	32	37
	d. Oil/Other	26	36	46	56	72	82
Water	20	28	43	56	72	88	
Sewer	13	20	31	47	62	77	
Range/Microwave	5	5	5	5	5	5	
Refrigerator	5	5	5	5	5	5	
Trash	15	15	15	15	15	15	
Other-Specify							

Actual Family Allowances To be used by the family to compute allowance		Utility or Service	Per Month Cost
Complete below for the actual unit rented.		Heating	\$
Name of Family		Cooking	
Address of Unit		Other Electric	
		A/C	
		Water Heating	
		Water	
		Sewer	
		Range/Microwave	
		Refrigerator	
		Other	
Number of Bedrooms		Total	\$
Contract Rent		\$	
Utility Allowance		\$	
Gross Rent		\$	

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
Exp 09/30/2017

LOCALITY		Unit Type					Effective Date
Lexington Housing Authority		Duplex/Townhouse/Row					1/1/2016
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
Heating	a. Natural Gas	32	38	44	51	60	66
	b. Bottle Gas	75	104	134	164	209	238
	c. Electric	26	36	46	57	72	82
	d. Oil/Other	62	87	112	136	174	198
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	15	20	26	32	41	47
	c. Electric	4	6	8	9	12	14
	d. Oil/Other	N/A	N/A	N/A	N/A	N/A	N/A
Other Electric		23	28	33	38	46	51
Air Conditioning		4	5	6	7	8	9
Water Heating	a. Natural Gas	6	8	11	13	16	19
	b. Bottle Gas	32	44	57	70	89	102
	c. Electric	12	16	21	25	32	37
	d. Oil/Other	26	36	46	56	72	82
Water		20	28	40	56	72	88
Sewer		13	20	31	47	62	77
Range/Microwave		5	5	5	5	5	5
Refrigerator		5	5	5	5	5	5
Trash		15	15	15	15	15	15
Other -Specify							
Actual Family Allowances To be used by the family to compute allowance						Utility or Service	Per Month Cost
Complete below for the actual unit rented.						Heating	\$
Name of Family						Cooking	
						Other Electric	
Address of Unit						A/C	
						Water Heating	
						Water	
						Sewer	
						Range/Microwave	
Number of Bedrooms	Contract Rent		\$			Refrigerator	
	Utility Allowance		\$			Other	
	Gross Rent		\$			Total	\$



Exhibit 10

Lexington-Fayette Urban County Government
DEPARTMENT OF SOCIAL SERVICES

Jim Gray
Mayor

Beth Mills
Commissioner

RENTAL ASSISTANCE AGREEMENT

This Agreement becomes effective the ____ day of _____, 201__ by and between LFUCG Adult and Tenant Services, _____ Landlord, and _____ Tenant for this address: _____

Terms of Lease Agreement: Rent is due on the ____ of the month. If the full monthly rent is not received by the ____ of the month, a late fee of ____ will be assessed on the ____ of the month. Thereafter, the landlord may collect ____ for each additional day the rent remains unpaid during the month due.

The Emergency Solutions Grant (ESG) provides rental assistance based on meeting HUD's definition of homeless or at risk of homelessness and **pending approval from the Director of Adult & Tenant Services and the Division of Grants and Special Programs.**

LFUCG Adult and Tenant Services shall:

1. Provide written or verbal notification to the landlord regarding the type and amount of assistance to be provided (rental assistance and/or security deposit).
2. If applicable, guarantee payment of the rental security deposit prior to move in by tenant.
3. Pay the monthly rental subsidy in a timely manner, in accordance with the terms of the lease agreement (as specified above by landlord). The Division will not be responsible for late fees.
4. If applicable, pay the monthly rental subsidy accordingly: up to 100 percent for 3 months. Rent or rent subsidy shall be paid for the period specified, so long as the tenant meets their obligations to LFUCG Adult and Tenant Services and follows lease requirements specified by the landlord. In the event that tenant does not require full payment of rent, landlord shall be notified before due date of rent.

The terms and conditions of this agreement shall continue through the period of ESG financial assistance unless any party gives a thirty (30) day written notice of cancellation.

I, _____ (landlord/property manager) understand the Emergency Solutions Grant program to assist _____ (tenant/s) to move into the rental unit is pending approval from the Director of Adult & Tenant Services and the Division of Grants and Special Programs. Final approval could take one to three weeks. If I allow the tenant to move in prior to final approval, it will be the tenant's responsibility to pay the deposit and all rent payments, if tenant is not approved for housing assistance.

Lease Date: _____

Move-In Date: _____

Pro-rated rent due at move-in: _____ Monthly Rent: _____

LFUCG Adult and Tenant Services:

Signature/Title *Date*

Landlord/Property Management Company:

Signature/Title *Date*

Address *Zip code*

Tenant:

Signature *Date*



We Do Business in Accordance With the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.



Exhibit 11

Lexington-Fayette Urban County Government
DEPARTMENT OF SOCIAL SERVICES

Jim Gray
Mayor

Beth Mills
Commissioner

RENTAL ASSISTANCE AGREEMENT

This Agreement becomes effective the ____ day of _____, 201__ by and between LFUCG Adult and Tenant Services, _____ Landlord, and _____ Tenant for this address: _____

Terms of Lease Agreement: Rent is due on the ____ of the month. If the full monthly rent is not received by the ____ of the month, a late fee of ____ will be assessed on the ____ of the month. Thereafter, the landlord may collect ____ for each additional day the rent remains unpaid during the month due.

The Emergency Solutions Grant (ESG) provides rental assistance based on meeting HUD's definition of homeless or at risk of homelessness and **pending approval from the Director of Adult & Tenant Services and the Division of Grants and Special Programs.**

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2. If applicable, guarantee payment of the rental security deposit prior to move in by tenant.
3. Pay the monthly rental subsidy in a timely manner, in accordance with the terms of the lease agreement (as specified above by landlord). The Division will not be responsible for late fees.
4. If applicable, pay the monthly rental subsidy accordingly: up to 100 percent for 3 months. Rent or rent subsidy shall be paid for the period specified, so long as the tenant meets their obligations to LFUCG Adult and Tenant Services and follows lease requirements specified by the landlord. In the event that tenant does not require full payment of rent, landlord shall be notified before due date of rent.

The terms and conditions of this agreement shall continue through the period of ESG financial assistance unless any party gives a thirty (30) day written notice of cancellation.

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Lease Date: _____

Move-In Date: _____

Pro-rated rent due at move-in: _____ Monthly Rent: _____

LFUCG Adult and Tenant Services:

Signature/Title *Date*

Landlord/Property Management Company:

Signature/Title *Date*

Address *Zip code*

Tenant:

Signature *Date*



We Do Business in Accordance With the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.

Exhibit 12

**ESG HOMELESS PREVENTION PROGRAM
RECERTIFICATION PROCEDURE**

PROGRAM GOALS: Household obtains housing and remains stably housed.

PROGRAM ENROLLMENT PERIOD

- Enrolled up to 3 months (short term assistance)
- Re-evaluate after 3 months of assistance
- Maximum of 12 months enrollment (medium term assistance)
 - Most households will be enrolled for short term assistance, but
 - Re-enrollment is desired over a negative outcome

RECERTIFICATION FOR INTERMEDIATE TERM ASSISTANCE

After 3 months of assistance, recertification is required if longer assistance is to be requested. Case managers assess the presence of ongoing barriers to stable housing and/or risk factors that indicate a household continues to need assistance to prevent homelessness and maintain current housing. The case manager determines how much assistance a household actually needs to be stabilized at that point. Assistance levels can then be adjusted to assist the household.

The appropriate level of financial assistance and/or housing relocation and stabilization services should be based on a household's specific needs. While a household may have been approved for short term assistance during the original intake, it is important for case managers to determine if longer assistance is needed for the household to remain stably housed. Recertification for additional months of assistance may be appropriate if the household is at greater risk of losing housing due to identified housing barriers, target populations recognized as high risk for homelessness, and/or circumstances that add to the household's burden of maintaining housing.

IDENTIFYING HOUSEHOLDS

- **Housing Barriers:** Households with barriers that threaten housing stability (see *Housing Barriers Assessment Tool*).
- **High Risk Households:** Populations recognized as high risk for homelessness, such as,
 - Families with children,
 - Victims of domestic violence,
 - People with disabilities and/or receiving SSI,
 - Persons over 50 years old, and
 - Ex-offenders leaving jail.
- **Situations/Circumstances threatening housing stability:** For example, an unexpected expense impacting household income.

RECERTIFICATION ASSESSMENT PROCEDURE

- (1) Completed through a face-to-face meeting & documented in case notes
- (2) Documentation of assessment must be in participant's case file before approval of any additional assistance (see *Recertification Assessment* form) and include,
 - a. New income evaluation (income worksheet, verification of income, and budget)
 - b. New declaration documenting lack of financial resources, support networks, or other housing options