

Contract #182-2014

AGREEMENT

THIS AGREEMENT, made and entered into on this 21st day of April, 2014, 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 **CATHOLIC CHARITIES OF THE DIOCESE OF LEXINGTON, INC.**, a non-stock, non-profit Kentucky corporation, organized pursuant to KRS Chapter 273, and whose mailing address is 1310 West Main 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, to provide for the payment of certain expenses related to homelessness prevention activities;

WHEREAS, the Government's 2014 Consolidated Plan provides for the allocation of funds to the Subrecipient for the purpose of supporting homeless activities for eligible persons who are at risk for 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 use Thirteen thousand, five hundred dollars (\$13,500) of grant funds to provide a homelessness prevention program.
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 operate a homelessness prevention service for eligible households who are 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 establish 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, 2016.

ARTICLE III

Program Requirements

1. Grant monies will be used solely to provide rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place 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. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the definition of "at risk of homelessness" as provided by 24 CFR 576.2. 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 determined 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. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established by the Government. 24 CFR 576 is attached by reference. The Government's written standards are attached as Exhibit 1.

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 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 "at risk of homelessness" as provided by 24 CFR 576.2. or the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 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 Housing Barriers Assessment Tool, attached as Exhibit 4. 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.

3. Subrecipient agrees that herein described grant funds may only be used to pay housing owners, utility companies, and other third parties for the following costs:

- (a) *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
- (b) *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
- (c) *Last month's rent.* If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 6 months during any 3-year period.
- (d) *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.

(e) *Utility payments.* ESG funds may pay for up to 6 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 6 months of utility assistance within any 3-year period.

4. Financial assistance under paragraph 3 cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA (Uniform Relocation Act), during the period of time covered by the URA payments. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources.

5. 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.

6. The Subrecipient may make rental assistance payments only to an owner with whom the Subrecipient has entered into a rental assistance agreement. 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 Subrecipient 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 Subrecipient 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. The Subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

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 rental/utility assistance 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 summary of assistance to be provided, documentation of client income and rent reasonableness, copy of rental assistance agreement, and HMIS 631 report to the Division of Grants and Special Programs prior to approval of rental and utility payments.

Subrecipient shall submit invoices no less than monthly to the Government documenting expenses incurred. Invoices shall include copies of all invoices for rental and utility expenses. 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. 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. If Subrecipient uses employee time to document a portion of the match, invoices shall include employee timesheets, payroll registers, and documentation of fringe benefits.

16. 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.

17. 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.

18. 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.

19. 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 24 CFR 84.42 (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.

20. 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.

21. 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.

22. 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.

23. 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).

24. Once the Lexington-Fayette County Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, the Subrecipient must use that assessment system. The Subrecipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system.

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, OMB Circular A-133. Subrecipient shall submit a copy of the OMB Circular A-133 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 24 CFR 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" 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 230, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

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.

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: CATHOLIC CHARITIES OF
THE DIOCESE OF LEXINGTON, INC.

BY: _____


Ruslyn Case-Compton, Executive Director
Name and Title of Authorized Official

LFUCG EMERGENCY SOLUTIONS GRANT (ESG) PLAN

RAPID RE-HOUSING

The intent of the *Rapid Re-Housing* component of the ESG program is to move people who are currently homeless to stable housing. In order to accomplish this, the program must provide sufficient assistance and support. The grant, therefore, will provide:

Medium-term rental assistance, lasting up to 6 months, based on the needs of the participant. The case manager will assess 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:
 - 1st month – up to 100%
 - 2nd month – up to 100%
 - 3rd month – up to 100%
 - 4th month – up to 75%
 - 5th month – up to 50%
 - 6th month – up to 30%
- Deposit for utility service, if utilities are not included in rent
- Utility assistance, if utilities not included in rent, up to 100% for up to six months.
- Rental or utility arrears (up to 6 months of past due bills) if arrearage prevents participant from moving into rental unit

Intensive case management, for the duration of the financial assistance, to address barriers maintaining stable housing. The case manager will work with the participant to develop a permanent housing plan, which may include financial literacy, budgeting, personal goal setting, etc. In addition, the case manager will help the individual/family access mainstream benefits for which they may be eligible. The case manager will meet monthly with the participant.

ACCESS

Access to the ESG's Rapid Re-Housing program will be through referrals from agencies serving individuals/families who are homeless. An emphasis will be placed upon youth

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between the ages of 15 and 24 who have aged out of foster care who have no support networks. Agencies providing referrals to the Rapid Re-Housing program will include:

- MASH Drop Inn Emergency Shelter
- Hope Center
- Salvation Army
- Dismas Charities
- Steppin' to a New Beat
- Veterans Administration
- Bluegrass Domestic Violence Shelter
- Volunteers of America
- Paragon Family Practice

Additional agencies to coordinate and work with include:

- Kentucky Refugee Ministries
- Bluegrass Community Health Center
- Education for Homeless Children and Youth (EHCY)

The goal of coordinated entry points into the ESG Rapid Re-Housing program is to have appropriate individuals/families referred to the program. So that no matter which program or agency a person/family presents to, if they appear to be eligible, they will be referred to the agency providing Rapid Rehousing/Homelessness Prevention assistance. The idea being that no matter where someone shows up – there is “no wrong door.”

HOMELESS PREVENTION

ESG's *Homeless Prevention* program will target people have the highest risk of becoming homeless without ESG assistance. In particular,

- families with children lacking stable housing, who are “couch surfing,” and
- people fleeing domestic violence
- 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 6 months, based on the needs of the participant. The case manager will assess 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.

Exhibit 1
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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:
 - 1st month – up to 100%
 - 2nd month – up to 100%
 - 3rd month – up to 100%
 - RECERTIFICATION FOR INCOME ELIGIBILITY
 - 4th month – up to 75%
 - 5th month – up to 50%
 - 6th month – up to 30%
- Deposit for utility service, if utilities not included in rent
- Utility assistance, if utilities not included in rent, up to 100% for up to six months.
- Rental or utility arrears (up to 6 months of past due bills) if arrearage prevents participant from moving into/maintaining rental unit

Intensive case management, for the duration of the financial assistance, to address barriers maintaining stable housing. The case manager will work with the participant to develop a permanent housing plan, which may include financial literacy, budgeting, personal goal setting, etc. In addition, the case manager will help the individual/family access mainstream benefits for which they may be eligible. The case manager will meet monthly with the participant.

Exhibit 2 Page 1 of 3

AT RISK 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 – INDIVIDUALS & FAMILIES AT RISK
<input checked="" type="checkbox"/>	<input checked="" 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 style="padding-left: 20px;">A. DOCUMENTATION OF HOUSING INSTABILITY (2 or more moves within 60 days)</p> <p style="padding-left: 40px;"><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 style="padding-left: 20px;">B. DOCUMENTATION OF ECONOMIC REASONS (employment loss, unexpected medical costs, inability to maintain housing including utilities, etc.)</p> <p style="padding-left: 40px;"><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> <p>RISK 2: LIVING IN THE HOME OF ANOTHER BECAUSE OF ECONOMIC HARDSHIP</p> <p style="padding-left: 20px;">A. DOCUMENTATION OF LIVING SITUATION (housing must be in the home of another (i.e., doubled up))</p> <p style="padding-left: 40px;"><input type="checkbox"/> Written Third Party Document: i.e., Letter from tenant/owner</p>
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	

Exhibit 2 Page 2 of 3

AT RISK STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 1 – INDIVIDUALS & FAMILIES AT RISK
		<p><input type="checkbox"/> Case Manager Observation: Due diligence documented in case notes, signed & dated</p> <p style="text-align: center;">AND</p> <p>B. DOCUMENTATION OF ECONOMIC HARDSHIP (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> <p>RISK 3: HOUSING LOSS WITHIN 21 DAYS</p> <p><input type="checkbox"/> Third Party Document (only Source or Written):</p> <p style="margin-left: 20px;">I. If tenant/homeowner: eviction notice, court order to leave within 21 days</p> <p style="margin-left: 20px;">II. If living with another (doubled up): eviction letter from tenant/homeowner</p> <p>RISK 4: LIVING IN A RENTED HOTEL/MOTEL (COST NOT COVERED BY CHARITABLE ORGANIZATION/GOVERNMENT PROGRAM)</p> <p><input type="checkbox"/> Written Third Party Document: i.e., Letter from hotel/motel manager AND Cancelled checks, or other written document to verify costs have not been covered by charitable organization or government program.</p> <p><input type="checkbox"/> Case Manager Observation: Due diligence documented in case notes, signed & dated</p> <p>RISK 5: LIVING IN A SEVERELY OVER-CROWED UNIT AS DEFINED BY U.S. CENSUS BUREAU</p> <p>DEFINED AS: SRO or efficiency apartment with more than 2 people, or a larger housing unit with more than 1 ½ people per room</p> <p><input type="checkbox"/> Written Third Party Document: Verifying number of rooms AND number of individuals living in unit. Lease, unit details from Tax Assessor's Office, etc.</p> <p><input type="checkbox"/> Case Manager Observation: Due diligence documented in case notes, signed & dated</p> <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</p>

Exhibit 2 Page 3 of 3

AT RISK STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 2 – HOMELESS CHILDREN & YOUTH
		form)
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"/>	DEFINED AS HOMELESS UNDER § 725(2) OF MCKINNEY-VENTO <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 (**recommend standardized Homeless Certification form).
In File (Always Applicable) <input checked="" type="checkbox"/>	OTHER HOUSING OPTIONS, FINANCIAL RESOURCES & SUPPORT NETWORKS – Documentation of whether household will become or remain homeless “but for” ESG assistance.	
<input type="checkbox"/>	OTHER SUBSEQUENT HOUSING OPTIONS <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) <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written description by case manager indicating absence of appropriate and/or reasonable housing options sufficient to prevent or end homelessness 	
<input type="checkbox"/>	FINANCIAL RESOURCES & SUPPORT NETWORKS <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) <ul style="list-style-type: none"> <input type="checkbox"/> Self-declaration includes current bank account balance(s) <input type="checkbox"/> Assessment and documentation (if applicable) of other assets, per ESG grantee asset policy, indicating allowable amount <input type="checkbox"/> Brief, written description by case manager indicating absence of financial resources and support networks sufficient to prevent or end homelessness 	
Notes:	<hr/> <hr/> <hr/>	

Exhibit 3 Page 1 of 4

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 <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 1 – UNSHELTERED
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>PLACE NOT MEANT FOR HUMAN HABITATION</p> <ul 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)

Exhibit 3 Page 2 of 4

HOMELESS STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 1 – IN SHELTER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>EMERGENCY SHELTER</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Source Document: i.e. HMIS shelter stay record 2. <input type="checkbox"/> Written Third Party: Homeless Certification and/or Referral Form from shelter Case Worker, Housing Coordinator, other staff, etc. 3. <input type="checkbox"/> Verbal Third Party: Documented in notes as true and complete, explanation why third party written information was not available (signed & dated by case manager)
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 1 – EXITING AN INSTITUTION
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>HOSPITAL OR OTHER INSTITUTION (Stay 90 days or less AND in emergency shelter or place not meant for human habitation immediately prior to admission)</p> <p>DOCUMENTING LENGTH OF STAY (MUST SPECIFY ENTRY/EXIT DATES OR DURATION OF STAY)</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Source Document: i.e., Discharge paperwork, written referral on letterhead, etc. 2. <input type="checkbox"/> Verbal Third Party: Document due diligence to obtain third-party written verification <p style="text-align: center;">AND</p> <p>DOCUMENTING PRIOR LIVING SITUATION</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Source Document: i.e., HMIS shelter stay, street outreach service record, et 2. <input type="checkbox"/> Written Third Party: i.e. Homeless Certification and/or written referral 3. <input type="checkbox"/> Verbal Third Party: Document due diligence to obtain third-party written verification 4. <input type="checkbox"/> Self-Certification <input type="checkbox"/> Documentation of due diligence
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 2 – IMMINENT RISK OF HOMELESSNESS
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>MUST MEET 3 CONDITIONS: 1) Housing Loss within 14 days, 2) No subsequent residence, and 3) Lack resources & support networks to obtain other housing</p> <p><i>If tenant/homeowner</i></p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Source Document: i.e., Landlord eviction notice, court order to vacate, or other equivalent notice under State law <p><i>If in hotel/motel</i></p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Source Document: i.e., Hotel/motel receipt, bank statement, etc. 2. <input type="checkbox"/> Written Third Party: i.e. Formed filled out by hotel/motel manager, etc. 3. <input type="checkbox"/> Verbal Third Party: i.e. Statement from hotel/motel staff member, etc. <input type="checkbox"/> Documentation of due diligence <p><i>If in other housing situation (i.e., doubled-up)</i></p>

HOMELESS STATUS DOCUMENTATION CHECKLIST

<p>Applicable <input checked="" type="checkbox"/></p>	<p>In File <input checked="" type="checkbox"/></p>	<p align="center">CATEGORY 2 – IMMINENT RISK OF HOMELESSNESS</p>
		<p>1. <input type="checkbox"/> Self-Certification supported by 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 align="center">AND</p> <p>DOCUMENTATION OF</p> <p>1. <input type="checkbox"/> No subsequent residence: Self-Certification, supported by other documentation when practical 2. <input type="checkbox"/> Lack of resources & support networks to obtain other housing: Self-Certification, supported by other documentation when practical</p>
<p>Applicable <input checked="" type="checkbox"/></p>	<p>In File <input checked="" type="checkbox"/></p>	<p align="center">CATEGORY 3 – HOMELESS UNDER OTHER FEDERAL STATUTE</p>
<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p><input type="checkbox"/></p>	<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 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 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. 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. 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. 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 <i>Special Needs</i></p> <p>1. <input type="checkbox"/> Source Document: Written diagnosis from professional licensed by state to diagnose and treat condition 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 <i>Employment Barriers</i>:</p> <p>1. <input type="checkbox"/> Source Document: i.e., Employment records, Corrections Dept records, etc.</p>

Exhibit 3 Page 4 of 4

HOMELESS STATUS DOCUMENTATION CHECKLIST

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 2 – IMMEDIATE RISK OF HOMELESSNESS
		2. <input type="checkbox"/> Written Third Party: i.e., Signed statement/form, etc. 3. <input type="checkbox"/> Verbal Third Party: Document due diligence to obtain third-party written verification 4. <input type="checkbox"/> Intake Observations: i.e. Literacy and/or Limited English Proficiency (LEP), etc. Documented observations and assessment in case notes (signed & dated by case manager)
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY 2 – FLEEING/ATTEMPTING TO FLEE DOMESTIC VIOLENCE (DV)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MUST MEET 3 CONDITIONS: 1) Flight/Attempt to Flee DV, 2) No subsequent residence, and 3) Lack resources & support networks to obtain other housing 1. <input type="checkbox"/> Self-certification of fleeing/attempt to flee DV by individual/head of household and, <i>if no threat to safety, supported by</i> a. <input type="checkbox"/> Third Party written referral from whom assistance was sought for DV, OR b. <input type="checkbox"/> Intake Observations (need only contain minimum amount of information necessary) AND 2. <input type="checkbox"/> Self-certification of no subsequent residence, resources or support networks
In File (Always Applicable) <input checked="" type="checkbox"/>	OTHER HOUSING OPTIONS, FINANCIAL RESOURCES & SUPPORT NETWORKS – Documentation of whether household will become or remain homeless <i>“but for”</i> ESG assistance.	
<input type="checkbox"/>	OTHER SUBSEQUENT HOUSING OPTIONS <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) <input type="checkbox"/> Brief, written description by case manager indicating absence of appropriate and/or reasonable housing options sufficient to prevent or end homelessness	
<input type="checkbox"/>	FINANCIAL RESOURCES & SUPPORT NETWORKS <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) <input type="checkbox"/> Self-declaration includes current bank account balance(s) <input type="checkbox"/> Assessment and documentation (if applicable) of other assets, per ESG grantee asset policy, indicating allowable amount <input type="checkbox"/> Brief, written description by case manager indicating absence of financial resources and support networks sufficient to prevent or end homelessness	
Notes:	_____ _____ _____	

Housing Barriers Assessment Tool

Client Name: _____

Intake Date: _____

HMIS ID Number: _____

Client Date of Birth: _____

Case Manager: _____

Part 1: Housing Barriers *(review list of barriers with the participant & use this information to guide the rest of the discussion).*

- No rental history
- Eviction(s) _____
- Large family (3+ children)
- Pregnant
- Single parent household
- Head of household under 18
- Sporadic employment history
- No high school diploma/GED
- Insufficient/no income
- Insufficient savings
- No or poor credit history
- Debts
- Repeated or chronic homelessness
- Recent history of substance abuse or actively using drugs or alcohol
- Recent criminal history
- Felony or misdemeanor record
- Sex offender
- Adult or child with mild to severe behavioral problems
- History of abuse and/or battery but abuser not in the unit
- Recent or current abuse and/or battering (client fleeing abuser)
- Acute or Chronic Mental Illness
- Acute or Chronic Physical Disability
- Unable to get Utilities in Head of Household's Name

If evicted, state reasons:

Past due payment with local landlord from previous lease

If yes, amount owed: _____ since _____ (Date)

Part 2: Housing History

*What types of housing has client previously lived in? Check all that apply, and include dates of residence and reason for leaving: (indicate NA if not applicable) *Please list names of programs/shelters as appropriate.**

Emergency Shelter		
Transitional Housing for Homeless Persons		
Permanent Housing for Formerly Homeless Persons		
Psychiatric Hospital or Facility		
Substance Abuse Treatment or Detox		
Hospital (non-psychiatric)		
Jail, prison, or juvenile detention facility		
Room, apartment, or house that you rent		
Apartment or house that you own		
Staying or living in a family member's room, apartment, or house		
Staying or living in a friend's room, apartment, or house		
Hotel or motel paid for without emergency shelter voucher		
Foster Care Home or Foster Care		
Place not meant for Habitation		Reason for <i>NOT</i> leaving:

Part 3: Financial Stability

Have you and/or the children who are coming into this program with you received money from any of the following sources in the last month? And if so, what amount did you receive from each cash source? (Read each income source and check all that apply.)

	Earned Income	\$
	Unemployment Income	\$
	Supplemental Security Income or SSI	\$

	Social Security Disability Income (SSDI)	\$
	Retirement Income from Social Security	\$
	Private Disability Payment	\$
	Pension from a former Job	\$
	Veteran's Pension	\$
	Veteran's Disability Payment	\$
	Worker's Compensation	\$
	KY Transitional Assistance Program (K-TAP)	\$
	Child Support	\$
	Alimony or Other Spousal Support	\$
	Other Sources including, gifts from family & friends	\$
	No Financial Resources	
	Total Monthly Income Reported	\$

SOURCE OF NON-CASH BENEFITS

- Supplemental Nutrition Assistance Program (SNAP) *[food stamps]* \$ _____
- MEDICAID health insurance program
- MEDICARE health insurance program
- KY Children's Health Insurance Program (KCHIP)
- Women, Infants, and Children (WIC)
- Veteran's Administration (VA) Medical Services
- Child Care Assistance Program (CCAP)
- K-TAP Transportation services
- Other K-TAP funded services
- Section 8, public housing or other rental assistance
- Other sources _____

DEBT

Origin of Debt	Yes	No	Amount	Contact Info/Notes
Landlord			\$	
Gas Company			\$	
Electric			\$	
Water			\$	
Sewer			\$	
Telephone			\$	
Child Support			\$	
IRS			\$	
Car Loans / Tickets			\$	
Student Loans			\$	
Medical Bills			\$	
Credit Cards			\$	
Storage			\$	
Justice System / Restitution			\$	
Other			\$	
Total			\$	

WHAT TYPE OF CREDIT HISTORY DO YOU HAVE?

Good
 Fair
 Bad
 No Credit History
 Don't Know

ASSETS:

Do you have any financial resources? No Yes

Do you have a bank account? No Yes

Checking \$ _____
 Savings \$ _____
 Other \$ _____

Do you have any assets (car, property, CD, IRA)? No Yes

Details: _____

Do you have family and/or friends who could assist you financially or provide a place to live? No Yes

Employment

Are you currently employed? Yes No

(If yes, as the following questions):

How many hours did you work last week? _____ hours

Permanent Part-time Temporary Seasonal

Current Employer Name: _____ Position: _____

Address: _____

Phone: _____ Supervisor: _____

Copy of Pay Stub Reviewed by Case Manager

Previous Employment (type and duration):

(If client reports that he/she is not working, ask the following):

Are you currently looking for work? Yes No

Are you currently unable to work? Yes No

Identification / Paperwork

Currently possesses:

Social Security Card	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Needs to Obtain
Driver's License/State ID	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Needs to Obtain
Green Card/Work Permit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Needs to Obtain

Part 4: Housing Needs & Preferences

Number of adults in household _____ Number of children in household _____

Location, in order of preference	Preferred size
1.	
2.	
3.	
4.	
5.	

Special Needs:

- Close to public transportation
- Close to stores
- Close to childcare
- Close to _____ school
- Close to _____ clinic/medical facility/treatment facility
- One level unit
- Handicap accessible
- Yard or nearby park
- Other: _____

I certify the information I have provided is true and accurate.

Client Signature

Date

Case Worker 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 5 Page 1 of 3

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. <i>SOURCE DOCUMENTS (NOTICES/STATEMENTS)</i> – Document not created for purpose of ESG program (i.e. wage pay stubs, Social Security benefits, banking checking/savings accounts, etc). b. <i>WRITTEN DOCUMENTS (LETTERS/REFERRALS)</i> – Official communication issued on agency stationary or program template. c. <i>VERBAL STATEMENTS</i> – 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 <i>DUE DILIGENCE</i> – 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) <input checked="" type="checkbox"/>	Documentation	
<input type="checkbox"/>	COMPLETED INITIAL/RE-CERTIFICATION 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 <input checked="" type="checkbox"/>	In File <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


Exhibit 5 Page 2 of 3

ESG Documentation Checklist: Income Eligibility

		<p>information obtained by case manager</p> <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 2) Self-Declaration: Applicant self-declaration of income statement <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>PENSION/RETIREMENT INCOME</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: i.e., Recent payment statement, benefit notice, bank deposit statement, other written verification from income source, etc. <input type="checkbox"/> 2) Verbal Third Party: Statement verifying pension/retirement income or other case file record of income information obtained by case manager <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 3) Self-Declaration: Applicant self-declaration of income statement <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>UNEMPLOYMENT & DISABILITY INCOME</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: Recent payment statement, benefit notice, bank deposit statement, or other written verification from income source <input type="checkbox"/> 2) Verbal Third Party: Statement verifying Unemployment or SSI/SSDI income, or other case file record of income information obtained by case manager <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 3) Self-Declaration: Applicant self-declaration of income statement <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>TANF/PUBLIC ASSISTANCE</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: Recent payment statement, benefit notice, bank deposit statement, or other written verification from income source <input type="checkbox"/> 2) Verbal Third Party: Statement verifying public assistance income or other case file record of income information obtained by case manager <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 3) Self-Declaration: Applicant self-declaration of income statement <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>ALIMONY, CHILD SUPPORT AND FOSTER CARE INCOME</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: Recent payment statement, benefit notice, bank deposit statement, or other written verification from income source <input type="checkbox"/> 2) Verbal Third Party: Statement verifying alimony, child support, or foster care income, or other case file record of income information obtained by case manager <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 3) Self-Declaration: Applicant self-declaration form <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>ARMED FORCES INCOME</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1) Source Document: Recent paystub(s), bank deposit statement, or other written verification from income source <input type="checkbox"/> 2) Verbal Third Party: Statement verifying Armed Forces income or other case file record of income information obtained by case manager <ul style="list-style-type: none"> <input type="checkbox"/> Brief, written explanation by case manager for using third-party statement <input type="checkbox"/> 3) Self-Declaration: Applicant self-declaration form <input type="checkbox"/> Due Diligence: Documentation of due diligence in case notes (signed & dated by case manager)

Exhibit 5 Page 3 of 3

ESG Documentation Checklist: Income Eligibility

In File (Always Applicable) 	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 .
<input type="checkbox"/>	INCOME CALCULATION WORKSHEET – Documentation showing income calculation (estimated annual gross income based on current income) and comparison to Area Median Income.


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

Exhibit 6

The Final FY 2015 Fayette County FMRs for All Bedroom Sizes

The following table shows the Final FY 2015 FMRs by unit bedrooms for **Fayette County, Kentucky**.

Final FY 2015 FMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$508	\$593	\$776	\$1,105	\$1,237

[Click Here for FY2014 FMRs](#)

FY 2015 FMR areas continue to use the revised Office of Management and Budget (OMB) area definitions that were first issued in 2003 along with HUD Defined Metropolitan Areas (HMFAs) as described in the FY2011 FMR documentation, which can be found at ([Fayette County FY2011 FMR Documentation system](#)). Although OMB issued new Metropolitan area definitions in February 2013, the Census Bureau did not incorporate these definitions into the 2012 American Community Survey (ACS) data. No changes have been made to these OMB-defined areas since the publication of Final FY2011 FMRs.

Fayette County, Kentucky is part of the Lexington-Fayette, KY MSA, which is comprised of the following counties: Bourbon County, Kentucky; Clark County, Kentucky; Fayette County, Kentucky; Jessamine County, Kentucky; Scott County, Kentucky; and Woodford County, Kentucky. 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. 2008-2012 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 FY2015.

EXHIBIT 7

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				
Utilites 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 _____

ELIGIBLE INCOMES BY FAMILY SIZE

Effective December 11, 2012 for other HUD programs

Effective March 15, 2013 for HOME program

FAMILY SIZE	INCOMES							
	<30%	30% to <50%	50% MEDIAN Grants and Deferred Loans	50% TO <60% MEDIAN 0% Loans	60% to <70% MEDIAN 1% Loans	70% to 80% MEDIAN 2% Loans		
1	\$0 to \$13,450	\$13,451 to \$22,350	\$0 to \$22,350	\$22,351 to \$26,820	\$26,821 to \$31,280	\$31,281 to \$35,750		
2	\$0 to \$15,350	\$15,351 to \$25,550	\$0 to \$25,550	\$25,551 to \$30,660	\$30,661 to \$35,740	\$35,741 to \$40,850		
3	\$0 to \$17,250	\$17,251 to \$28,750	\$0 to \$28,750	\$28,751 to \$34,500	\$34,501 to \$40,205	\$40,206 to \$45,950		
4	\$0 to \$19,150	\$19,151 to \$31,900	\$0 to \$31,900	\$31,901 to \$38,280	\$38,281 to \$44,665	\$44,666 to \$51,050		
5	\$0 to \$20,700	\$20,701 to \$34,500	\$0 to \$34,500	\$34,501 to \$41,400	\$41,401 to \$48,255	\$48,256 to \$55,150		
6	\$0 to \$22,250	\$22,251 to \$37,050	\$0 to \$37,050	\$37,051 to \$44,460	\$44,461 to \$51,840	\$51,841 to \$59,250		
7	\$0 to \$23,750	\$23,751 to \$39,600	\$0 to \$39,600	\$39,601 to \$47,520	\$47,521 to \$55,430	\$55,431 to \$63,350		
8	\$0 to \$25,300	\$25,301 to \$42,150	\$0 to \$42,150	\$42,151 to \$50,580	\$50,581 to \$58,975	\$58,976 to \$67,400		

Exhibit 9
Page 1 of 1

LFUCHA

Date Nov-12

Utility or Service		Monthly Dollar Allowances					
		0-BR	1-BR	2-BR	3-BR	4-BR	6-BR
Heat & Air Category 1 Single Family Dwelling Detached House or Manufactured Home	a. Natural Gas	36	48	59	70	87	99
	b. Bottle Gas	65	91	117	143	162	208
	c. Electric	32	41	50	59	73	82
	d. Oil	66	92	119	145	185	211
	e. Coal	40	40	67	67	67	67
	f. Wood	37	37	62	62	62	62
Air Conditioning	g. Air Conditioning	6	8	11	13	17	19
Heat & Air Category 2 Multi Family Dwelling Low-Rise or High-Rise Row or Townhouse	a. Natural Gas	24	32	40	47	58	66
	b. Bottle Gas	43	61	78	95	121	139
	c. Electric	21	27	33	39	49	55
	d. Oil	44	61	79	97	123	141
Air Conditioning	e. Air Conditioning	4	5	7	9	11	13
Cooking	a. Natural Gas	5	7	9	11	14	16
	b. Bottle Gas	11	15	20	24	30	35
	c. Electric	4	5	7	8	10	12
Other Electric	a. Natural Gas	11	15	20	24	31	35
	b. Bottle Gas	13	18	23	28	35	40
	c. Electric	11	16	21	25	29	37
	d. Oil	28	39	50	62	79	90
Water		29	34	40	45	54	59
Sewer		20	25	29	34	41	45
Trash Collection		15	18	15	15	15	15
Range/Microwave		5	5	5	5	5	5
Refrigerator		4	4	4	4	4	4
Other -specify							

Actual Family Allowances to be used by the family to compute allowances.
Complete below for the actual unit rented.

Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Air-Conditioning	\$
Cooking	\$
Other Electric	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range/Microwave	\$
Refrigerator	\$
Other	\$
	\$
Total	\$

RENTAL ASSISTANCE AGREEMENT

This Agreement becomes effective the ____ day of _____, 201__ by and between **Catholic Charities of the Diocese of Lexington, Inc.** _____ 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 by Lexington-Fayette Urban County Government's Division of Grants and Special Programs.**

1. **Catholic Charities of the Diocese of Lexington, Inc.,** shall 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). **Catholic Charities of the Diocese of Lexington, Inc.,** 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 **Catholic Charities of the Diocese of Lexington, Inc.,** 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.
5. Additional rental subsidy is available for up to 75% of the 4th month's rent, up to 50% of the 5th month's rent, and up to 30% of the 6th month's rent. Recertification may be required for some tenants for months four-six.
6. Follow-up with the tenant at or before 90 days of receiving ESG assistance for the purpose of completing a recertification, if applicable, as defined in the ESG policies.

Landlord shall:

1. Provide tenant with a clean, safe housing unit that is well maintained.
2. Follow Federal Fair Housing regulations.
3. Follow state residential rental agreement laws and regulations.
4. Assess rent at an amount not to exceed Fair Market Rent as established by HUD.
5. Provide the tenant and LFUCG with a copy of a legally binding, written lease for the rental unit.
6. Accept payment in the form of an LFUCG check.
7. Provide LFUCG Adult and Tenant Services with a copy of any notice to the tenant to vacate the housing unit or any violation which may commence an eviction action against the tenant.

Tenant shall:

1. Provide documentation to LFUCG Adult and Tenant Services which establishes eligibility for the ESG program.
2. Agree to meet requirements set forth in the written lease from the Landlord.
3. Agree to develop a housing plan with your Case Manager at LFUCG Adult and Tenant Services in order to move toward stable housing and self-sufficiency.
4. Agree to meet with your Case Manager, at least once a month, while you are receiving assistance through the ESG program, to review progress toward the goals you've identified in your housing plan.

Termination of Agreement: This Rental Agreement will terminate with the landlord and there will be no further ESG rental assistance paid on behalf of the tenant if:

1. The tenant moves out of the housing unit for which they have a lease,
2. The lease is terminated or is not renewed, or
3. The tenant becomes ineligible to receive ESG rental assistance.

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 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: _____

Catholic Charities of the Diocese of Lexington, Inc.:

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.

ESG HOMELESS PREVENTION & RAPID REHOUSING 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 6 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



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