

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement between Homeless Services Network of Central Florida, Inc., and Seminole County to administer the Shelter+Care Program

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan Matthys  **CONTACT:** Alice Gilmartin ^{AG} **EXT.** 7016

Agenda Date <u>11/15/05</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>


MOTION/RECOMMENDATION:

Approve and authorize the Chairman to sign an agreement between Homeless Services Network of Central Florida, Inc., and Seminole County to administer the Shelter+Care Program in Seminole County.

County-wide Alice Gilmartin, Principal Coordinator

BACKGROUND:

Seminole County, in conjunction with the Homeless Services Network of Central Florida, Inc., applied to and received a grant from the United States Department of Housing and Urban Development (HUD) to conduct a Shelter+Care Program (S+C) for the amount of \$734,040 for a period of five years. On August 23, 2005, the Board of County Commissioners (BCC) approved the Agreement with HUD to conduct this S+C program in Seminole County with the understanding that Seminole County would receive the funds, and the Homeless Services Network of Central Florida, Inc. would administer the program in the County's behalf. Staff is now coming back to the BCC to request approval of the Agreement with Homeless Services Network so that the program may begin. The Seminole Community Mental Health Care Center and the Pathways to Care agencies will participate in the program and provide supportive services, i.e., counseling, job training, and case management services.

Reviewed by:  Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM: _____ File No. <u>cpdc06</u>
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An S+C program is designed to link rental assistance to supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs or both; or have acquired AIDS and related diseases) and their families.

STAFF RECOMMENDATION:

Staff recommends the Board approve the S+C program Agreement with Homeless Services Network of Central Florida, Inc., and authorize the Chairman to sign said agreement.

Attachment: Seminole County/Homeless Services Network of Central Florida, Inc., Shelter Plus Care Program Subrecipient Agreement Program Year 2005-2006

SEMINOLE COUNTY/HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
SHELTER PLUS CARE PROGRAM SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2005-2006

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," for the use and benefit of its Shelter Plus Care Program, a program funded by the United States Department of Housing and Urban Development (HUD) and HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC., a not for profit, public body corporate organized under the laws of the State of Florida, whose principle place of business is 1510 E. Colonial Drive, Suite 201-W, Orlando, Florida 32801, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, the COUNTY has made application and entered into a contract with HUD (Exhibit "A") for receipt of a grant award designated as Grant No.: FL29C407001, pursuant to Title IV, Subtitle F of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, codified as 42 U.S.C. sections 11301 et seq., and implementing regulations set forth in 24 Code of Federal Regulations (CFR) Part 582, hereinafter referred to as the Shelter Plus Care Program("S+C"); and

WHEREAS, COUNTY has determined that provision of a tenant-based rental assistance program ("TRA") for rental assistance to homeless persons in Seminole County who are suffering from various mental or physical disabilities, chronic alcohol or substance abuse condition,

AIDS or related diseases and their families best serves a vitally important public need; and

WHEREAS, the COUNTY desires to engage SUBRECIPIENT to administer COUNTY's Shelter Plus Care Program activities under this Agreement consisting of the provision of rental housing in connection with supportive services to Eligible Participants, as described herein and in Exhibit "B" (Scope of Services) attached hereto; and

WHEREAS, the COUNTY has allocated SEVEN HUNDRED THIRTY FOUR THOUSAND FORTY AND NO/100 DOLLARS (\$734,040.00) of HUD/S+C funds for such services provided by SUBRECIPIENT for the five (5) year term of this Agreement,

NOW, THEREFORE, inconsideration of the mutual covenants, promises and representation contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Community Resources Division Manager or his designee.

(b) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(c) "Eligible Participants" are Very Low Income, homeless persons who, without Shelter Plus Care assistance:

(1) who would spend the night in a shelter or a place not meant for habitation; or

(2) who are living in transitional/supportive housing having recently come from the streets or shelters; or

(3) who were evicted within the week from a private dwelling and having no identified residence or resources/support to obtain housing; and

(4) who are also impaired as a result of chronic alcohol and/or substance abuse, severe mental illness, and/or AIDS and related diseases.

(d) "Participant" is an Eligible Participant who has been selected to participate in the Shelter Plus Care Program.

(e) "Planning Department" means the COUNTY's Planning and Development Department Director or his designee for the Community Development Office.

(f) "Tenant-based Rental Assistance" or "TRA" shall mean that program for rental assistance and security deposit payment assistance to Eligible Participants through contracts with private, non-profit organization such as SUBRECIPIENT on behalf of homeless people with disabilities or diseases all as described above per 24 CFR Part 582.100(a).

(g) "Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. The SUBRECIPIENT, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all

services implied, described, or referred to in Exhibit "B," Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.

Section 4. Term. This Agreement shall be effective upon its date of execution by all parties. SUBRECIPIENT shall complete all services required and expend all funds appropriated by this Agreement on or before September 30, 2010. This Agreement shall terminate on September 30, 2010; provided, however, that Sections 12 and 15 shall continue in effect after said date.

The County shall pay SUBRECIPIENT for the services described in Exhibit "B," completed by the SUBRECIPIENT for a period of five (5) years from the execution of this Agreement, unless the Agreement is otherwise amended or extended by written agreement of the parties.

Section 5. Consideration and Limitation of Costs.

(a) The County has allocated and shall pay the SUBRECIPIENT for the services described in Exhibit "B", in accordance with HUD regulations and this Agreement, an amount not to exceed SEVEN HUNDRED THIRTY-FOUR THOUSAND FORTY DOLLARS (\$734,040.00). There are no administrative fees associated with this Agreement. All monies are allocated for S+C services described in Exhibit "B" and shall not be used by SUBRECIPIENT for any other purpose. In the event that SUBRECIPIENT does not require the full amount of SEVEN HUNDRED THIRTY-FOUR THOUSAND FORTY DOLLARS (\$734,040.00), as reflected in the number of Participants served and the periodic supporting documentation

reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD/S+C programs.

(b) Shelter Plus Care Program/Tenant-based Rental Assistance Program funds shall only be used to pay the difference between the reasonable rent for a unit and thirty percent (30%) of each Participant's documented income. This includes up to one (1) months' rent for a security deposit, which may be used to pay for damages per 24 CFR 582.105(a). No portion of the funds allocated hereunder shall be used for the payment of SUBRECIPIENT's administrative expenses as defined in 24 CFR 582.105(e)(2).

Section 6. Requests for Disbursement of Funds

(a) Payments to the SUBRECIPIENT shall be paid in arrears on a monthly basis in equal installments of TWELVE THOUSAND TWO HUNDRED THIRTY-FOUR and NO/100 DOLLARS (\$12,234.00). A statement of all rental assistance services and supporting documentation for the current report period shall be submitted monthly and shall include a completed Request for Payment form, attached as Exhibit "C" and a completed Monthly Report in the form attached as Exhibit "E" to this Agreement. In no event shall the COUNTY reimburse SUBRECIPIENT until all Requests for Payment, Monthly Reports and supporting documentation are reviewed and approved in writing by the executive director of SUBRECIPIENT and the CD Administrator. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(b) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to SUBRECIPIENT. The COUNTY reserves the

right to verify, by site inspection when necessary, that services and rent subsidies have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if SUBRECIPIENT and its service providers have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(c) On or before September 30, 2010, SUBRECIPIENT shall render a final and complete statement to the COUNTY of all costs for rental and deposit subsidy services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of SUBRECIPIENT not properly invoiced and received by the COUNTY by September 30, 2010.

(d) Any services not expressly provided for in the Scope of Services, or not otherwise undertaken in compliance with this Agreement, shall only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such services.

(e) SUBRECIPIENT shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in capital equipment, goods, furnishings or real property. COUNTY reimbursement for benefits received by a real property owner is likewise prohibited unless SUBRECIPIENT has first received written authorization from the CD Administrator. The acquisition, purchase, donation, or receipt of any interest in real property, or benefits by a real property owner of any real property by SUBRECIPIENT from funding provided under this Agreement shall automatically terminate this Agreement.

Section 7. Matching Funds Requirement. Pursuant to 24 CFR §§582.1(a) and 582.110(a), SUBRECIPIENT must demonstrate dollar per dollar matching of HUD/S+C funds distributed by the COUNTY which may be in the form of dollars or for professional services or in kind services. SUBRECIPIENT shall, as soon as practicable after the execution of this Agreement and no less frequently than monthly thereafter during the term of this Agreement, provide adequate documentation to COUNTY of the matching funds or in kind services obtained. Such information shall be included in the information supplied with the Request for Payment form attached as Exhibit "C" hereto. Failure to obtain such matching funds or services in kind may, at the option of the COUNTY, be declared a breach of this Agreement and result in the denial of reimbursements from HUD/S+C funds beyond the amounts for which matching funds are available.

Section 8. Compliance with Federal Regulations.

SUBRECIPIENT shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following regulations which will directly govern implementation of this Agreement, including particularly, the following sections of 24 CFR Part 582:

- (a) § 582.1 - Purpose and scope.
- (b) § 582.100(a) - Tenant-based rental assistance.
- (c) § 582.105 - Rental assistance amounts and payments.
- (d) § 582.110 - Matching requirements.
- (e) § 582.115 - Limitations on assistance.
- (f) § 582.230 - Environmental review. Additionally,

SUBRECIPIENT shall be fully liable for any environmental pollution that

it may cause or may have caused pursuant to any activities funded by this Agreement.

(g) § 582.300 - General operation [of recipients].

(h) § 582.305 - Housing quality standards; rent reasonableness.

(i) § 582.310 - Resident rent.

(j) § 582.315 - Occupancy agreements.

(k) § 582.320 - Termination of assistance to participants.

(l) § 582.325 - Outreach activities.

(m) § 582.330 - Nondiscrimination and equal opportunity requirements.

(n) § 582.335 - Displacement, relocation and real property acquisition.

(o) § 582.340 - Other Federal requirements. Particular reference is made to the need for SUBRECIPIENT to comply with the conflict of interest provisions therein and the following Office of Management and Budget (OMB) Circulars:

(1) A-87 (Cost Principles Applicable to Grants, Contracts and other Agreements with State and Local Governments);

(2) A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education);

(3) A-122 (Cost Principles for Non-Profit Organizations);
and

(4) A-133 (Audits of State and Local Governments and Non-Profit Organizations) because SUBRECIPIENT is receiving more than \$500,000 of Federal monies under this Agreement.

Section 9. Ethical Conduct and Lobbying Activities. SUBRECIPIENT shall comply with all applicable Federal, State and local laws, regulations, and ordinances pertaining to ethical conduct of the parties, including but not limited to the following:

(a) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees".

(b) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(c) SUBRECIPIENT certifies that, to the best of its knowledge and belief, no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(d) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, SUBRECIPIENT shall complete

and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

Section 10. Project Publicity. Any news release or other type of publicity pertaining to the TRA services described and funded herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing funds to SUBRECIPIENT.

Section 11. Management Assistance.

(a) The CD Administrator shall be available to SUBRECIPIENT to provide guidance on HUD requirements and compliance with this Agreement.

(b) In the event that SUBRECIPIENT does not complete any of the terms of this Agreement within the time frames allotted herein or violates applicable HUD regulations, COUNTY may provide notice to SUBRECIPIENT that it is in default of this Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 12. Maintenance of Records.

(a) SUBRECIPIENT shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the expiration or termination date of this Agreement. This requirement shall include:

(1) All accounts and records, as deemed necessary by the COUNTY to ensure proper accounting of all Tenant-based rental assistance funding and compliance with this Agreement.

(2) Financial records, including all copies of rent or deposit payments or vouchers, invoices, receipts and cancelled checks

for all TRA services provided by SUBRECIPIENT pursuant to this Agreement;

(b) SUBRECIPIENT shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion and such audits shall comply with the requirements of OMB Circular A-133 per section 8(c) of this Agreement.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any Federal, State or local agency.

(d) SUBRECIPIENT shall regularly prepare and submit a completed copy of the Tenant-based Rental Assistance Set-up Report in the form attached hereto as Exhibit "D".

(e) SUBRECIPIENT shall complete and provide to the CD Administrator a monthly report on the Monthly Report form attached hereto as Exhibit "E". Such reports shall be due no later than the 15th day of each month, commencing on the date of execution of this Agreement, and concluding upon the completion of all services described in Exhibit "B".

(f) SUBRECIPIENT shall complete an End of Year Report, in the form attached as Exhibit "F" to this Agreement for each fiscal year ending September 30th during the term of this Agreement and in accordance with Federal regulations.

Section 13. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services SUBRECIPIENT has agreed to perform hereunder, or for debts or claims accruing to such parties against SUBRECIPIENT. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation supplying any work, labor, services, goods or materials to SUBRECIPIENT or with any person who is receiving TRA services from SUBRECIPIENT as a result of this Agreement.

Section 14. No unauthorized expenditures. All contracts, including any tenant leases, made by SUBRECIPIENT to perform the activities described in Exhibit "B" shall comply with all applicable laws, rules and regulations set forth in this Agreement and shall not cause the COUNTY to be in violation with its agreement with HUD attached hereto as Exhibit "A". Only the specific services as expressly set forth in Exhibit "A" are authorized by this Agreement. NO PORTION OF SUBRECIPIENT'S ADMINISTRATIVE EXPENSES, AS DEFINED IN 24 CFR 582.105(e), SHALL BE FUNDED FROM MONIES PROVIDED UNDER THIS AGREEMENT. Any further work or services which SUBRECIPIENT wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 15. Indemnification.

(a) SUBRECIPIENT shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which the COUNTY may sustain, suffer or incur, or be required to pay by reason

of the following: loss of any monies paid to SUBRECIPIENT or whomsoever resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; any act or omission of SUBRECIPIENT in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder; or by any deficiency in the performance of any TRA services rendered pursuant to this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT at the address provided hereinafter. Upon receiving such notice, SUBRECIPIENT, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate, to a reasonable extent, in SUBRECIPIENT's defense of any such action, suit or proceeding.

(c) Nothing herein or in any other section of this Agreement shall be construed as a waiver of the COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes.

Section 16. Insurance. SUBRECIPIENT shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable

Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human losses, human injury and other casualty.

Section 17. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 18. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 19. Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61 for breach of this Agreement or for other legal cause.

Section 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement, to include recovery of any monies paid to SUBRECIPIENT pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) immediately terminate this Agreement, with or without notice;
- (b) reallocate the remaining uncommitted funds toward another HUD/S+C program;
- (c) withhold issuance of any further funds, regardless of whether such funds have been encumbered by SUBRECIPIENT;

(d) demand SUBRECIPIENT immediately repay any monies expended in accordance with this Agreement;

(e) require specific performance of this Agreement;

(f) demand payment and/or performance from a named surety, if applicable; and/or

(g) impose a lien upon any and all of SUBRECIPIENT's real or personal property. To create such a lien, the COUNTY shall send a letter to SUBRECIPIENT demanding refund of any monies expended to SUBRECIPIENT pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon SUBRECIPIENT's real and personal property.

(h) initiate a lawsuit against SUBRECIPIENT for any legal and equitable remedy available, including declaratory judgment and injunctive relief.

Section 22. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 East First Street
Sanford, Florida 32771

For SUBRECIPIENT:

Executive Director
Homeless Services Network of Central Florida, Inc.
1501 E. Colonial Drive, Suite 201-W
Orlando, Florida 32801

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 23. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 24. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

HOMELESS SERVICES NETWORK OF CENTRAL
FLORIDA, INC

By: _____

By: _____

Marilyn Gordon, Executive Director

Print Name: _____

Date: _____

Corporate seal

STATE OF FLORIDA]
]
COUNTY OF _____]

I HEREBY CERTIFY that, on this ____ day of _____, 20____,
before me, an officer duly authorized in the State and County aforesaid
to take acknowledgments, personally appeared _____
as Executive Director and _____, as _____, of
HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC., a not for profit,
public body organized under the laws of the State of Florida, who are
personally known to me or who have produced _____ and
_____, respectively, as identification.
They have acknowledged before me that they executed the foregoing
instrument as such officers in the name and on behalf of the
corporation, and that they also affixed thereto the official seal of the
corporation.

[NOTARY STAMP]

Notary Public in and for the County
and State Aforementioned

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

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Attachments:

- Exhibit "A" - 2004 Shelter Plus Care Agreement between HUD and COUNTY
- Exhibit "B" - Scope of Services
- Exhibit "C" - Request for Payment
- Exhibit "D" - TRA Set-up Report
- Exhibit "E" - Monthly Report
- Exhibit "F" - End of Project Report

EXHIBIT "A"

AGREEMENT BETWEEN HUD AND SEMINOLE COUNTY

(to be included upon receipt of executed copy from HUD)

Grant No. FL29C407001
Project Identification Number (PIN) FL13149
Official Contact Person Colleen Rotella
Telephone & FAX No. 407-665-7351; FAX 407-665-7366
Email Address Crotella@seminolecountyfl.gov
Tax ID No. 59-6000856
Project Location Seminole County, FL

2004 SHELTER PLUS CARE AGREEMENT - New Projects

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Seminole County, FL (the "Recipient").

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule") and the Notice of Fund Availability (NOFA), published on May 14, 2004 at 69 FR 26942 and 27497. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that, except for funds for Section 8 moderate rehabilitation for single room occupancy dwellings for homeless individuals ("SRO"), are provided under this Agreement. The term "Application" means the application submission on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall control.

The following are attached hereto and made a part hereof:

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement.

Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any subrecipients, contractors and subcontractors; and to comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submission which, if known by HUD, would have resulted in a grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities;
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served, or make any other change inconsistent with the Application, without the prior approval of HUD. No change may be made to the project(s) nor any right, benefit, or advantage of the Recipient or Sponsor hereunder be assigned without prior written approval of HUD. The effective date of the Agreement shall be the date of execution by HUD. HUD will recapture unobligated balances at the end of the grant period.

By signing below, Recipients which are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY:

Day Causy
(Signature)

CPD Director
(Title)

9/2/05
(Date)

RECIPIENT

Seminole County, FL
(Name of Organization)

BY:

Carlton Smiley
(Signature of Authorized Official)

Chairman, Seminole County Board of County Commissioners
(Title)

August 26, 2005
(Date)

EXHIBIT 1

Part 582 - SHELTER PLUS CARE RULE

Subpart A —	Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11403-11407b). S+C is designed to link rental assistance to supportive services for hard-to-serve homeless persons with disabilities (primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have acquired immunodeficiency syndrome (AIDS) and related diseases) and their families. The program provides grants to be used for rental assistance for permanent housing for homeless persons with disabilities.
General	
Sec.	
582.1 Purpose and scope.	
582.5 Definitions.	
Subpart B --	
Assistance Provided	
582.100 Program component descriptions.	
582.105 Rental assistance amounts and payments.	
582.110 Matching requirements.	
582.115 Limitations on assistance.	
582.120 Consolidated plan.	
Subpart C -- Application and Grant Award	
582.200 Application and grant award.	nationwide.
582.230 Environmental review requirements.	b) Components. Rental assistance is provided through four components described in §582.100. Applicants may apply for assistance under any one of the four components, or a combination.
Subpart D -- Program Requirements	
582.300 General operation.	
582.305 Housing quality standards; rent reasonableness.	[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51169, Sept. 30, 1996]
582.310 Resident rent.	
582.315 Occupancy agreements.	
582.320 Termination of assistance to participants.	§582.5 Definitions.
582.325 Outreach activities.	The terms <i>Fair Market Rent (FMR)</i> , <i>HUD</i> , <i>Public Housing Agency (PHA)</i> , <i>Indian Housing Authority (IHA)</i> , and <i>Secretary</i> are defined in 24 CFR part 5.
582.330 Nondiscrimination and equal opportunity requirements.	As used in this part:
582.335 Displacement, relocation, and real property acquisition.	<i>Acquired immunodeficiency syndrome (AIDS) and related diseases</i> has the meaning given in section 853 of the AIDS Housing Opportunity Act (42 U.S.C. 12902).
582.340 Other Federal requirements.	<i>Applicant</i> has the meaning given in
Subpart E -- Administration	
582.400 Grant agreement.	
582.405 Program changes.	

582.410 Obligation and deobligation of funds.

Authority: 42 U.S.C. 3535(d) and 11403-11407b.

Source: 58 FR 13892, Mar. 15, 1993, unless otherwise noted.

Subpart A – General

§582.1 Purpose and scope.

(a) General. The Shelter Plus Care program (S+C) is authorized by title IV, subtitle F, of the Stewart B. McKinney

such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Nonprofit organization has the meaning given in section 104 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12704). The term nonprofit organization also includes a community mental health center established as a public nonprofit organization.

Participant means an eligible person who has been selected to participate in S+C.

Person with disabilities means a household composed of one or more persons at least one of whom is an adult who has a disability.

(1) A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

(2) A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that --

section 462 of the McKinney Act (42 U.S.C. 11403g).

Eligible person means a homeless person with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related diseases) and, if also homeless, the family of such a person. To be eligible for assistance, persons must be very low income, except that low-income individuals may be assisted under the SRO component in accordance with 24 CFR 813.105(b).

Homeless or homeless individual has the meaning given in section 103 of the McKinney Act (42 U.S.C. 11302).

Indian tribe has the meaning given in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Low-income means an annual income not in excess of 80 percent of the median income for the area, as determined by HUD. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that

Single room occupancy (SRO) housing means a unit for occupancy by one person, which need not but may contain food preparation or sanitary facilities, or both.

Sponsor means a nonprofit organization which owns or leases dwelling units and has contracts with a recipient to make such units available to eligible homeless persons and receives rental assistance payments under the SRA component.

State has the meaning given in section 462 of the McKinney Act (42 U.S.C. 11403g).

Supportive service provider, or service provider, means a person or organization licensed or otherwise qualified to provide supportive services, either for profit or not for profit.

Supportive services means assistance that --

(1) Addresses the special needs of

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity:

(A) Self-care;

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living; and

(G) Economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

(3) Notwithstanding the preceding provisions of this definition, the term *person with disabilities* includes, except in the case of the SRO component, two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted under this part, with the deceased member of the household at the time of his or her death. (In any event, with respect to the surviving member or members of a household, the right to rental assistance under this part will terminate at the end of the grant period under which the deceased member was a participant.)

Recipient means an applicant approved to receive a S+C grant.

Seriously mentally ill has the meaning

eligible persons; and

(2) Provides appropriate services or assists such persons in obtaining appropriate services, including health care, mental health treatment, alcohol and other substance abuse services, child care services, case management services, counseling, supervision, education, job training, and other services essential for achieving and maintaining independent living. (Inpatient acute hospital care does not qualify as a supportive service.)

Unit of general local government has the meaning given in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Very low-income means an annual income not in excess of 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

[61 FR 51169, Sept. 30, 1996; 62 FR 13539, Mar. 21, 1997]

Subpart B -- Assistance Provided

§582.100 Program component descriptions.

(a) *Tenant-based rental assistance (TRA)*. Tenant-based rental assistance provides grants for rental assistance which permit participants to choose housing of an appropriate size in which to reside. Participants retain the rental assistance if they move. Where necessary to facilitate the coordination of supportive services, grant recipients may require participants to live in a specific area for their entire period of participation or in a specific structure for

given in section 462 of the McKinney Act (42 U.S.C. 11403g).

(b) *Project-based rental assistance (PRA)*. Project-based rental assistance provides grants for rental assistance to the owner of an existing structure, where the owner agrees to lease the subsidized units to participants. Participants do not retain rental assistance if they move. Rental subsidies are provided to the owner for a period of either five or ten years. To qualify for ten years of rental subsidies, the owner must complete at least \$3,000 of eligible rehabilitation for each unit (including the unit's prorated share of work to be accomplished on common areas or systems), to make the structure decent, safe and sanitary. This rehabilitation must be completed within 12 months of the grant award.

(c) *Sponsor-based rental assistance (SRA)*. Sponsor-based rental assistance provides grants for rental assistance through contracts between the grant recipient and sponsor organizations. A sponsor may be a private, nonprofit organization or a community mental health agency established as a public nonprofit organization. Participants reside in housing owned or leased by the sponsor. The term of the grant between HUD and the grant recipient for SRA is five years.

(d) *Moderate rehabilitation for single room occupancy dwellings (SRO)*. (1) The SRO component provides grants for rental assistance in connection with the moderate rehabilitation of single room occupancy housing units. Resources to initially fund the cost of rehabilitating the dwellings must be obtained from other sources. However, the rental assistance covers operating expenses of the rehabilitated SRO units occupied by homeless persons, including debt service to retire the cost of the

the first year and in a specific area for the remainder of their period of participation. Recipients may not define the area in a way that violates the Fair Housing Act or the Rehabilitation Act of 1973. The term of the grant between HUD and the grant recipient for TRA is five years.

§582.105 Rental assistance amounts and payments.

(a) *Eligible activity*. S+C grants may be used for providing rental assistance for housing occupied by participants in the program and administrative costs as provided for in paragraph (e) of this section, except that the housing may not be currently receiving Federal funding for rental assistance or operating costs under other HUD programs. Recipients may design a housing program that includes a range of housing types with differing levels of supportive services. Rental assistance may include security deposits on units in an amount up to one month's rent.

(b) *Amount of the grant*. The amount of the grant is based on the number and size of units proposed by the applicant to be assisted over the grant period. The grant amount is calculated by multiplying the number of units proposed times the applicable Fair Market Rent (FMR) of each unit times the term of the grant.

(c) *Payment of grant*. (1) The grant amount will be reserved for rental assistance over the grant period. An applicant's grant request is an estimate of the amount needed for rental assistance. Recipients will make draws from the reserved amount to pay the actual costs of rental assistance for program participants. For TRA, on demonstration of need, up to 25 percent of the total rental assistance awarded may be spent in any one of the five years, or a higher percentage if approved by HUD, where the applicant

moderate rehabilitation over a ten-year period.

(2) SRO housing must be in need of moderate rehabilitation and must meet the requirements of 24 CFR 882.803(a). Costs associated with rehabilitation of common areas may be included in the calculation of the cost for assisted units based on the proportion of the number of units to be assisted under this part to the total number of units.

(3) SRO assistance may also be used for efficiency units selected for rehabilitation under this program, but the gross rent (contract rent plus any utility allowance) for those units will be no higher than for SRO units (i.e., 75 percent of the 0-bedroom Moderate Rehabilitation Fair Market Rent).

(4) The requirements regarding maintenance, operation, and inspections described in 24 CFR 882.806(b)(4) and 882.808(n) must be met.

(5) Governing regulations. Except where there is a conflict with any requirement under this part or where specifically provided, the SRO component will be governed by the regulations set forth in 24 CFR part 882, subpart H.

(e) *Administrative costs.* (1) Up to eight percent of the grant amount may be used to pay the costs of administering the housing assistance. Recipients may contract with another entity approved by HUD to administer the housing assistance.

(2) Eligible administrative activities include processing rental payments to landlords, examining participant income and family composition, providing housing information and assistance, inspecting units for

provides evidence satisfactory to HUD that it is financially committed to providing the housing assistance described in the application for the full five-year period.

(2) A recipient must serve at least as many participants as shown in its application. Where the grant amount reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental assistance, due to such factors as contract rents being lower than FMRs and participants being able to pay a portion of the rent, recipients may use the remaining funds for the costs of administering the housing assistance, as described in paragraph (e) of this section, for damage to property, as described in paragraph (f) of this section, for covering the costs of rent increases, or for serving a great number of participants.

(d) *Vacancies.* (1) If a unit assisted under this part is vacated before the expiration of the occupancy agreement described in §582.315 of this part, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.

(2) As used in this paragraph (d), the term "vacate" does not include brief periods of inpatient care, not to exceed 90 days for each occurrence.

(3) The value of time and services contributed by volunteers at the rate of \$10.00 an hour, except for donated professional services which may be counted at the customary charge for the service provided (professional services are services ordinarily performed by donors for payment, such as the services of health professionals, that are equivalent to the services they provide in their occupations);

compliance with housing quality standards, and receiving into the program new participants. This administrative allowance does not include the cost of administering the supportive services or the grant (e.g., costs of preparing the application, reports or audits required by HUD), which are not eligible activities under a S+C grant.

(f) *Property damage.* Recipients may use grant funds in an amount up to one month's rent to pay for any damage to housing due to the action of a participant.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51170, Sept. 30, 1996]

§582.110 Matching requirements.

(a) *Matching rental assistance with supportive services.* To qualify for rental assistance grants, an applicant must certify that it will provide or ensure the provision of supportive services, including funding the services itself if the planned resources do not become available for any reason, appropriate to the needs of the population being served and at least equal in value to the aggregate amount of rental assistance funded by HUD. The supportive services may be newly created for the program or already in operation, and may be provided or funded by other Federal, State, local, or private programs. Only services that are provided after the execution of the grant agreement may count toward the match.

(b) *Availability to participants.* Recipients must give reasonable assurances that supportive services will be available to participants for the entire term of the rental assistance. The value of the services provided to a participant, however, does not have to equal the amount of rental assistance provided that participant,

(4) The value of any lease on a building used for the provision of supportive services, provided the value included in the match is no more than the prorated share used for the program; and

(5) The cost of outreach activities, as described in §582.325(a) of this part.

§582.115 Limitations on assistance.

(a) *Current occupants.* Current occupants of the real property are not eligible for assistance under this part. However, as described in §582.335, persons displaced as a direct result of acquisition, rehabilitation, or demolition for a project under the S+C program are eligible for and must be provided relocation assistance at Uniform Relocation Act levels.

(b) *Amount of assistance provided within a jurisdiction.* HUD will limit the amount of assistance provided within the jurisdiction of any one unit of local government to no more than 10 percent of the amount available.

(c) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the S+C program. Neither the Federal government nor a State or local government receiving funds under S+C programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the S+C program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

nor does the value have to be equal to the amount of rental assistance on a year-to-year basis.

(c) Calculating the value of supportive services. In calculating the amount of the matching supportive services, applicants may count:

- (1) Salaries paid to staff of the recipient to provide supportive services to S+C participants;
- (2) The value of supportive services provided by other persons or organizations to S+C participants;

(3) A religious organization that participates in the S+C program will retain 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 it does not use direct S+C funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

Among other things, organizations may use space in their facilities to provide S+C-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an S+C-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the S+C program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

(d) *Maintenance of effort.* No

(c) *Indian tribes and the Insular Areas of Guam, the U.S. Virgin Islands, American Samoa, and the Northern Mariana Islands.* These entities are not required to have a consolidated plan or to make consolidated plan certifications. An application by an Indian tribe or other applicant for a project that will be located on a reservation of an Indian tribe will not require a certification by the tribe or the State. However, where an Indian tribe is the applicant for a project that will not be located on a reservation, the requirement for a certification under paragraph (b) of this section will apply.

(d) *Timing of consolidated plan certification submissions.* Unless otherwise set forth in the NOFA, the required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

[60 FR 16379, Mar. 30, 1995]

Subpart C -- Application and Grant Award

assistance received under this part (or any State or local government funds used to supplement this assistance) may be used to replace funds provided under any State or local government assistance programs previously used, or designated for use, to assist persons with disabilities, homeless persons, or homeless persons with disabilities.

58 FR 13892, Mar. 15, 1993, as amended at 68 FR 56407, Sept. 30, 2003]

§582.120 Consolidated plan.

(a) *Applicants that are States or units of general local government.* The applicant must have a HUD-approved complete or abbreviated consolidated plan, in accordance with 24 CFR part 91, and must submit a certification that the application for funding is consistent with the HUD-approved consolidated plan. Funded applicants must certify in a grant agreement that they are following the HUD-approved consolidated plan. If the applicant is a State, and the project will be located in a unit of general local government that is required to have, or has, a complete consolidated plan, or that is applying for Shelter Plus Care assistance under the same Notice of Fund Availability (NOFA) and will have an abbreviated consolidated plan with respect to that application, the State also must submit a certification by the unit of general local government that the State's application is consistent with the unit of general local government's HUD-approved consolidated plan.

(b) *Applicants that are not States or units of general local government.* The applicant must submit a certification by the jurisdiction in which the proposed project will be located that the jurisdiction is following its HUD-approved consolidated plan and the applicant's application for funding is

§582.200 Application and grant award.

(a) *Review.* When funds are made available for assistance, HUD will publish a notice of fund availability in the FEDERAL REGISTER in accordance with the requirements of 24 CFR part 4. Applications will be reviewed and screened in accordance with the guidelines, rating criteria and procedures published in the notice.

(b) *Rating criteria.* HUD will award funds based on the criteria specified in section 455(a)(1) through (8) of the McKinney Act (42 U.S.C. 11403d(1) -- 11403d(8)) and on the following criteria authorized by section 455(a)(9) of the McKinney Act (42 U.S.C. 11403d(9)):

- (1) The extent to which the applicant has demonstrated coordination with other Federal, State, local, private and other entities serving homeless persons in the planning and operation of the project, to the extent practicable;
- (2) Extent to which the project targets homeless persons living in emergency shelters, supportive housing for homeless persons, or in places not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- (3) Quality of the project; and
- (4) Extent to which the program will serve homeless persons who are seriously mentally ill, have chronic alcohol and/or drug abuse problems, or have AIDS and related diseases.

(Approved by the Office of Management and Budget under control number 2506-0118)

[61 FR 51170, Sept. 30, 1996]

consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made by the unit of general local government or the State, in accordance with the consistency certification provisions of the consolidated plan regulations, 24 CFR part 91, subpart F.

§582.230 Environmental review.

(a) Activities subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title prior to its approval of any conditionally selected applications from PHAs for Fiscal Year 2000 and prior years for other than the SRO component. For activities under a grant to a PHA that generally would be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient PHA objects in writing to the responsible entity's performing the review under part

58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(b) The recipient, its project partners

(2) To the maximum extent practicable, each recipient must involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing or rehabilitating housing assisted under this part and in providing supportive services required under §582.215 of this part.

(b) *Ongoing assessment of housing and supportive services.* Each recipient of assistance must conduct an ongoing assessment of the housing assistance and supportive services required by the participants, and make adjustments as appropriate.

(c) *Adequate supportive services.* Each recipient must assure that adequate supportive services are available to participants in the program

(d) *Records and reports.* (1) Each recipient must keep any records and, within the timeframe required, make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require.

(2) Each recipient must keep on file, and make available to the public on request, a description of the procedures used to select sponsors under the SRA component and buildings under the SRO, SRA, and PRA components.

(3) Each recipient must develop, and make available to the public upon request, its procedures for managing the rental housing assistance funds provided by HUD. At a minimum, such procedures must describe how units will be identified and selected; how the responsibility for inspections will be handled; the process for deciding which unit a participant will occupy; how participants will be placed in, or assisted in finding appropriate housing; how rent calculations will be made and the amount of rental assistance payments determined; and what safeguards will be used to prevent the misuse of funds.

and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved or HUD has performed an environmental review under part 50 and the recipient has received HUD approval of the property. HUD will not release grant funds if the recipient or any other party commits grant funds (*i.e.*, incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

[68 FR 56130, Sept. 29, 2003]

Subpart D -- Program Requirements

§582.300 General operation.

(a) *Participation of homeless individuals.* (1) Each recipient must provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any housing assisted under this part or services for the participants. This requirement is waived if the applicant is unable to meet the requirement and presents a plan, which HUD approves, to otherwise consult with homeless or formerly homeless individuals in considering and making such policies and decisions. Participation by such

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[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51171, Sept. 30, 1996]

§582.305 Housing quality standards; rent reasonableness.

(a) *Housing quality standards.* Housing assisted under this part must meet the applicable housing quality standards (HQS) under §982.401 of this title -- except that §982.401(j) of this title does not apply and instead part 35, subparts A, B, K and R of this title apply -- and, for SRO under §882.803(b) of this title. Before any assistance will be provided on behalf of a participant, the recipient, or another entity acting on behalf of the recipient (other than the owner of the housing), must physically inspect each unit to assure that the unit meets the HQS. Assistance will not be provided for units that fail to meet the HQS, unless the owner corrects any deficiencies within 30 days from the date of the lease agreement and the recipient verifies that all deficiencies have been corrected. Recipients must also inspect all units at least annually during the grant period to ensure that the units continue to meet the HQS.

§582.320 Termination of assistance to participants.

(a) *Termination of assistance.* The recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. Recipients must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the

an individual who also is a participant under the program does not constitute a conflict of interest under §582.340(b) of this part.

(b) *Rent reasonableness.* HUD will only provide assistance for a unit for which the rent is reasonable. For TRA, PRA, and SRA, it is the responsibility of the recipient to determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit, as well as not in excess of rents currently being charged by the same owner for comparable unassisted units. For SRO, rents are calculated in accordance with 24 CFR 882.805(g).

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 51171, Sept. 30, 1996; 64 FR 50226, Sept. 15, 1999]

§582.310 Resident rent.

(a) *Amount of rent.* Each participant must pay rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)), except that in determining the rent of a person occupying an intermediate care facility assisted under title XIX of the Social Security Act, the gross income of this person is the same as if the person were being assisted under title XVI of the Social Security Act.

(b) *Calculating income.* (1) Income of participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(2) Recipients must examine a

most severe cases. Recipients are not prohibited from resuming assistance to a participant whose assistance has been terminated.

(b) *Due process.* In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

(1) Written notice to the participant containing a clear statement of the reasons for termination;

(2) A review of the decision, in which the 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

(3) Prompt written notice of the final decision to the participant.

§582.325 Outreach activities.

Recipients must use their best efforts to ensure that eligible hard-to-reach persons are served by S+C. Recipients are expected to make sustained efforts to engage eligible persons so that they may be brought into the program.

Outreach should be primarily directed toward eligible persons who have a nighttime residence that is an emergency shelter or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., persons living in cars, streets, and parks). Outreach activities are considered to be a supportive service, and the value of such activities that occur after the execution of the grant agreement may be included in meeting the matching requirement.

§582.330 Nondiscrimination and equal opportunity requirements.

participant's income initially, and at least annually thereafter, to determine the amount of rent payable by the participant. Adjustments to a participant's rental payment must be made as necessary.

(3) As a condition of participation in the program, each participant must agree to supply the information or documentation necessary to verify the participant's income. Participants must provide the recipient information at any time regarding changes in income or other circumstances that may result in changes to a participant's rental payment.

[66 FR 6225, Jan. 19, 2001]

§582.315 Occupancy agreements.

(a) Initial occupancy agreement.

Participants must enter into an occupancy agreement for a term of at least one month. The occupancy agreement must be automatically renewable upon expiration, except on prior notice by either party.

(b) Terms of agreement. In addition to standard lease provisions, the occupancy agreement may also include a provision requiring the participant to take part in the supportive services provided through the program as a condition of continued occupancy.

(b) Compliance with requirements. (1) In addition to the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5, recipients serving a designated population of homeless persons must, within the designated population, comply with the prohibitions against discrimination

(a) General. Recipients may establish a preference as part of their admissions procedures for one or more of the statutorily targeted populations (i.e., seriously mentally ill, alcohol or substance abusers, or persons with AIDS and related diseases).

However, other eligible disabled homeless persons must be considered for housing designed for the target population unless the recipient can demonstrate that there is sufficient demand by the target population for the units, and other eligible disabled homeless persons would not benefit from the primary supportive services provided.

(b) Relocation assistance for displaced persons. A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) Real property acquisition requirements. The acquisition of real property for supportive housing is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) Responsibility of recipient. (1) The recipient must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the

against handicapped individuals under section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 41 CFR chapter 60-741.

(2) The nondiscrimination and equal opportunity requirements set forth at part 5 of this title are modified as follows:

(i) The Indian Civil Rights Act (25 U.S.C. 1301 et seq.) applies to tribes when they exercise their powers of self-government, and to IHAs when established by the exercise of such powers. When an IHA is established under State law, the applicability of the Indian Civil Rights Act will be determined on a case-by-case basis. Projects subject to the Indian Civil Rights Act must be developed and operated in compliance with its provisions and all implementing HUD requirements, instead of title VI and the Fair Housing Act and their implementing regulations.

(ii) [Reserved]

(c) *Affirmative outreach.* (1) If the procedures that the recipient intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the recipient must establish additional procedures that will ensure that interested persons can obtain information concerning the assistance.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) The accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as

recipient to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

(3) The recipient must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

(e) *Appeals.* A person who disagrees with the recipient's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the HUD field office.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently as a direct result of acquisition, rehabilitation, or demolition for supportive housing project assisted under this part. The term "displaced person" includes, but may not be limited to:

(i) A person that moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice or refuses to renew an expiring lease, if the move occurs on or after:

(A) The date that the recipient submits to HUD an application for assistance that is later approved and funded, if the recipient has control of the project site; or

amended.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 5210, Feb. 9, 1996]

§582.335 Displacement, relocation, and real property acquisition.

(a) Minimizing displacement.

Consistent with the other goals and objectives of this part, recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.

(iii) A tenant-occupant of a dwelling unit who moves permanently from the building/complex on or after the date of the "initiation of negotiations" (see paragraph (g) of this section) if the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions must include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(A) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or
(B) 30 percent of gross household income. If the initial rent is at or near

(B) The date that the recipient obtains control of the project site, if such control is obtained after the submission of the application to HUD.

(ii) Any person, including a person who moves before the date described in paragraph (f)(1)(i) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project.

(3) The recipient may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) Definition of initiation of negotiations. For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the recipient and HUD, or selection of the project site, if later.

§582.340 Other Federal requirements.

In addition to the Federal requirements set forth in 24 CFR part 5, the following requirements apply to this program:

(a) *OMB Circulars*₁ (1) The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the acceptance and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit

the maximum, there must be a reasonable basis for concluding at the time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex, if either:

(A) The tenant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or

(B) Other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local or tribal law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and

Organizations)

and 24 CFR part 84 and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with provisions of the McKinney Act, other Federal statutes, or this part.

(2) The financial management systems used by recipients under this program must provide for audits in accordance with the provisions of 24 CFR part 44. Private nonprofit organizations who are subrecipients are subject to the audit requirements of 24 CFR part 45. HUD may perform or require additional audits as it finds necessary or appropriate.

(b) *Conflict of interest.* (1) In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decisionmaking under §582.300 of this part does not constitute a conflict of interest.

1 Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone

the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if

the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's project. An exception may be considered only after the recipient has provided the following:

(i) For States, units of general local governments, PHAs and IHAs, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (b)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are

(202) 395-7332. (This is not a toll free number.) There is a limit of two free copies.

(b) *Enforcement.* HUD will enforce the obligations in the grant agreement through such action as may be necessary, including recapturing assistance awarded under the program.

§582.405 Program changes.

(a) *Changes.* HUD must approve, in writing, any significant changes to an approved program. Significant changes that require approval include, but are not limited to, a change in sponsor, a change in the project site for SRO or PRA with rehabilitation projects, and a change in the type of persons with disabilities to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the CHAS (see §582.120).

(b) *Approval.* Approval for such changes is contingent upon the application ranking remaining high enough to have been competitively selected for funding in the year the application was selected.

§582.410 Obligation and deobligation of funds.

(a) *Obligation of funds.* When HUD and the applicant execute a grant agreement, HUD will obligate funds to cover the amount of the approved grant. The recipient will be expected to carry out the activities as proposed in the application. After the initial obligation of funds, HUD is under no obligation to make any upward revisions to the grant amount for any approved assistance.

(b) *Deobligation.* (1) HUD may deobligate all or a portion of the approved grant amount if such amount is not expended in a timely manner, or the proposed housing for which funding was approved or the supportive services proposed in the application are not provided in accordance with the approved

- being made available or provided to the group or class;
- (iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
 - (iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b)(1) of this section;
 - (v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (vi) Any other relevant considerations.

[58 FR 13892, Mar. 15, 1993, as amended at 61 FR 5210, Feb. 9, 1996; 61 FR 51171, Sept. 30, 1996; 62 FR 13539, Mar. 21, 1997]

Subpart E -- Administration
§582.400 Grant agreement.

(a) *General.* The grant agreement will be between HUD and the recipient. HUD will hold the recipient responsible for the overall administration of the program, including overseeing any subrecipients or contractors. Under the grant agreement, the recipient must agree to operate the program in accordance with the provisions of this part and other applicable HUD regulations.

application, the requirements of this part, and other applicable HUD regulations. The grant agreement may set forth other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(2) HUD may readvertise, in a notice of fund availability, the availability of funds that have been deobligated, or may reconsider applications that were submitted in response to the most recently published notice of fund availability and select applications for funding with the deobligated funds. Such selections would be made in accordance with the selection process described in §582.220 of this part. Any selections made using deobligated funds will be subject to applicable appropriation act requirements governing the use of deobligated funding authority.

(Approved by the Office of Management and Budget under control number 2506-0118)

EXHIBIT 2

TENANT-BASED RENTAL ASSISTANCE (TRA)

1. HUD agrees, subject to the terms of the Agreement, to provide the Grant Funds in the amount specified below for the approved project(s) described in the Application. HUD's total funding obligation is \$734,040 for tenant-based rental assistance.
2. The term of this Grant Agreement shall be five (5) years.
3. Recipient shall receive aggregate amounts of Grant Funds not to exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved. This fair market rent may be higher or lower than the fair market rent in effect at the time of application submission. At the option of the Recipient and subject to the availability of such amounts, the Recipient may receive in any year (a) up to 25 percent of such amounts or (2) such higher percentage as HUD may approve upon a demonstration satisfactory to HUD that the Recipient has entered into firm financial commitments to ensure that the housing assistance described in the application will be provided for the full term of the contract. Any amounts not needed for a year may be used to increase the amount available in subsequent years.

EXHIBIT "B"

SCOPE OF SERVICES

HOMELESS SERVICES NETWORK SERVICES OF CENTRAL FLORIDA, INC.

SHELTER PLUS CARE - PROGRAM YEAR 2005-2006

Capitalized words and terms herein shall have the same meanings ascribed to them as in the attached Agreement.

The SUBRECIPIENT agrees to provide permanent housing for homeless individuals with disabilities as described in the HUD Shelter Plus Care Program, (Grant Number FL29C407001). The SUBRECIPIENT agrees to the following areas of responsibility under the grant:

1. Leasing agreement. SUBRECIPIENT shall:

(a) respond to landlord inquiries in relation to participation in the program;

(b) conduct Housing Quality Standards (HQS) inspections of all units participating in the program, initially and annually after the initial inspection;

(c) complete income certifications and document the file of each eligible Participant as to such determination;

(d) calculate monthly tenant rental payment calculations;

(e) conduct annual income recertifications;

(f) document rental expenses per Participant;

(g) determine each applicant's eligibility;

(h) prepare annual progress reports;

(i) conduct all informal hearings of Participant terminations;

and

(j) minimize the displacement of persons resulting from activities under the attached Agreement.

2. Supportive Services Requirements. SUBRECIPIENT shall:

(a) confirm that each Participant has entered into supportive services after being accepted for TRA assistance.

(b) ensure a supportive services plan is prepared for the Participant.

(c) provide ongoing assessment of Participant's service needs and make adjustments to the plans as needed; and

(d) provide supportative services to each Participant based on that individual's needs and availability of services. Services to be provided may include, but are not limited to, the following:

- (1) health care;
- (2) mental health treatment;
- (3) alcohol and other substance abuse services;
- (4) childcare services;
- (5) case management services;
- (6) counseling;
- (7) supervision
- (8) education and/or job training referrals; and
- (9) other services essential for achieving and maintaining independent living.

3. Records and Reports. SUBRECIPIENT shall:

(a) maintain all records regarding HQS inspections, rent determinations, tenant rental payment calculations, income certifications or recertifications, rental income, copies of each

Participant's signed occupancy agreements and terminations from assistance.

(b) be responsible for the submission to the COUNTY of all reports required and shown as Exhibits "C", "D", "E" and "F" to the attached Agreement for transmittal to HUD.

(c) ensure that the client demographic information is included in the Homeless Management Information System (HMIS) and provide the COUNTY access to the HMIS system and ensure the programmatic information is entered into the HMIS in a timely fashion to facilitate the generation of all required reports by SUBRECIPIENT and COUNTY.

(d) maintain all records for the COUNTY, including but not limited to, Referral Worksheet, Persons Served Worksheet, Client file for each Participant accepted and received rental assistance, supportive services agreements and services provided. The SUBRECIPIENT shall submit draft forms referenced above for COUNTY approval for use prior to the beginning of the program.

4. SUBRECIPIENT shall comply with all the terms of the HUD Grant Agreement between the COUNTY and HUD, Exhibit "A" to the attached Agreement, as applicable to the SUBRECIPIENT.

5. SUBRECIPIENT shall coordinate all activities with other agencies providing any necessary supportative services and will be the point of contact.

6. SUBRECIPIENT must adhere to 24 CFR Parts 84, 85 AND 582, OMB Circulars A-87 and A-110, audit requirements per 24 CFR Part 84 and OMB Circular A-133, and conflict of interests provisions as referred to in 24 CRF 582.340(b).

EXHIBIT "C"

REQUEST FOR PAYMENT

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

SHELTER PLUS CARE - PROGRAM YEAR 2005-2006

Subrecipient: Homeless Services Network of Central Florida, Inc.

Name of Activity: Tenant-based rental assistance

Mailing Address: 1501 E. Colonial Drive, Suite 201-W
Orlando, Florida 32801

Contact Person: Marilyn Gordon

Payment Request No: _____ Telephone Number: 407-893-0133

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Tenant Rent and Deposit Allowance	\$	\$	\$	\$
Support Service	\$	\$	\$	\$
TOTAL	\$734,040.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT "D"

TRA SET-UP REPORT

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

SHELTER PLUS CARE - PROGRAM YEAR 2005-2006

Tenant Based Rental Assistance Set-up Report HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(Exp. 05/31/2007)

Note: Complete for all Tenant Based Rental Assistance Activities.

Mark Appropriate Box:

Original Submission Revision

Part A:

1. Name Participant		5. HOME Funds for Activity	
		a. Total Funds Requested	\$
2. Activity Number	3. Participant Tax ID Number	b. Participant Number	c. Dollar Amount of Funds
			\$
4. Name & Phone Number of person completing form			\$
			\$

Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted
---------------------	----------------	-------------------------------

Part C: Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

No. of Bedrooms Code
 1 - 1 Bedroom
 2 - 2 Bedrooms
 3 - 3 Bedrooms
 4 - 4 Bedrooms
 5 - 5 or more Bedrooms

Hispanic
 y - yes
 n - no

Race of Head of Household Code
 11 - White
 12 - Black or African American
 13 - Asian
 14 - American Indian or Alaska Native
 15 - Native Hawaiian or Other Pacific Islander
 16 - American Indian or Alaska Native & White
 17 - Asian & White
 18 - Black or African American & White
 19 - American Indian or Alaska Native & Black or African American
 20 - Other Multi Racial

Size of Household Code
 1 - 1 Person
 2 - 2 Persons
 3 - 3 Persons
 4 - 4 Persons
 5 - 5 Persons
 6 - 6 Persons
 7 - 7 Persons
 8 - 8 or more Persons

Head of Household Code
 1 - Single/Non Elderly
 2 - Elderly
 3 - Related/Single Parent
 4 - Related/Two Parent
 5 - Other

% of Area Median Code
 1 - 0 - 30%
 2 - 30 - 50%
 3 - 50 - 60%
 4 - 60 - 80%

Part C: (con't.) Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract O=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												
40												
41												

No. of Bedrooms Code
 1 - 1 Bedroom
 2 - 2 Bedrooms
 3 - 3 Bedrooms
 4 - 4 Bedrooms
 5 - 5 or more Bedrooms

Hispanic
 y - yes
 n - no

Race of Head of Household Code
 11 - White
 12 - Black or African American
 13 - Asian
 14 - American Indian or Alaska Native
 15 - Native Hawaiian or Other Pacific Islander
 16 - American Indian or Alaska Native & White
 17 - Asian & White
 18 - Black or African American & White
 19 - American Indian or Alaska Native & Black or African American

Size of Household Code
 1 - 1 Person
 2 - 2 Persons
 3 - 3 Persons
 4 - 4 Persons
 5 - 5 Persons
 6 - 6 Persons
 7 - 7 Persons
 8 - 8 or more Persons

Head of Household Code
 1 - Single/Non Elderly
 2 - Elderly
 3 - Related/Single Parent
 4 - Related/Two Parent
 5 - Other

% of Area Median Code
 1 - 0 - 30%
 2 - 30 - 50%
 3 - 50 - 60%

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Tenant-Based Rental Assistance Set-Up Report HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each rental activity assisted with HOME funds. A single set-up report form may include up to 99 tenants so long as the term of the contract is the same for all of the tenants in the report form. For centralized State projects, the tenants must be in the same country.

Timing. Data is to be entered into IDIS before funds may be drawn down for an activity. An amended set-up report form should be submitted to increase or decrease HOME funding for the activity.

Part A: Activity Information

1. **Name of Participant.** Enter the name of the jurisdiction.
2. **Project Number.** Enter the activity number assigned by IDIS.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant.
4. **Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this project.
5. **HOME Funds for Activity.**
 - a. Enter the total amount of HOME funds requested for the activity.
 - b. Enter the participant number (from item 2 of the HOME Investment Partnership Agreement for Project Areas) for each fiscal year source of HOME project funds committed for the activity.
 - c. Enter the amount of HOME funds from each fiscal year by participant number.

Part B: Activity Information

Items 1 and 2 must be the same for all tenants included in a single activity set-up.

1. **Term of Contract.** Enter the term in months of tenant-based rental assistance activity.
2. **County Code.** To be completed only by States that are being administered in a centralized State HOME Program. Enter the 3-digit county code for the county in which the project is located.
3. **Number of Tenants Assisted.** Enter the total number of tenants to be assisted by this activity.

Part C. Household Characteristics.

Complete one line for each tenant receiving HOME tenant-based rental assistance from HOME funds.

Tenant's Last Name or First 5 Letters of Last Name. Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Monthly Rent (Including Utilities).

Tenant Payment. Enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

HOME Subsidy Amount. Enter the amount from HOME funds that will be paid to the tenant or owner as a rent subsidy payment (including any utility allowances) to the nearest dollar.

Total Rent. Enter the total monthly rent (tenant payment plus HOME subsidy amount). Note: This amount may exceed the rent paid to the owner if it includes tenant-paid utilities.

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30 Percent of Area Median** means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30-50 Percent of Area Median** means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50-60 Percent of Area Median** means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

4. **60–80 Percent of Area Median** means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

EXHIBIT "E"

MONTHLY REPORT

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

SHELTER PLUS CARE - PROGRAM YEAR 2005-2006

Status Report for Month of _____

I. SUBRECIPIENT INFORMATION:

Subrecipient: Homeless Services Network of Central Florida, Inc.

Mailing Address: 1510 E. Colonial Drive, Suite 201-W
Orlando, Florida 32803

Contact Person: Marilyn Gordon
Telephone: 407-893-0133

II. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments:

Signed: _____

EXHIBIT "F"

END OF YEAR REPORT

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

SHELTER PLUS CARE - PROGRAM YEAR 2005-2006

Type of service provided: _____
 Total number of people served: _____
 Total number of groups/sessions performed: _____

TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"								
No. of Household / Persons Assisted	Low and Moderate Income	Very Low Income	White not Hispanic Origin	Black not Hispanic Origin	American Indian / Alaskan Native	Hispanic	Asian / Pacific Islander	Female Headed Household
A	B	C	D	E	F	G	H	I

Any other special accomplishments:

Signed: _____