



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: April 20, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

***Project Title/Description:**

U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program - Supportive Services- Coordinated Entry Project Intergovernmental Agreement (IGA) between the City of Tucson and Pima County.

***Purpose:**

Coordinated Entry is a City of Tucson project funded through the HUD Continuum of Care (CoC) grant program. The program reduces the number of individuals experiencing homelessness in Pima County. Funds will be used to provide outreach, to connect people experiencing or at risk of experiencing homelessness in tribal and rural Pima County communities to community housing resources and other services to address immediate housing crises and promote long-term housing stability. Executing this IGA will also provide Pima County the opportunity to participate in the local CoC community, thus strengthening funding and working relationships with local partners.

Indirect costs: 10%.

Attachment: IGA Contract No. 18910 between the City of Tucson and Pima County

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

The goal is to extend housing and supportive service opportunities in tribal and rural Pima County for individuals experiencing and/or experiencing homelessness to assist in obtaining stable housing.

***Public Benefit:**

The program reduces the number of individuals experiencing homelessness in Pima County.

***Metrics Available to Measure Performance:**

County will submit quarterly reports and performance measures reports to the City.

***Retroactive:**

Yes. County received the IGA from the City of Tucson on 10/30/20. After several revisions, the IGA was finalized on 3/31/2021. If the IGA is not approved, several chronically homeless individuals will not receive HUD CoC funds for supportive services.

G.M. approved 4.15.21 LSS
Revised 5/2020

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: CR Grant Number (i.e., 15-123): 21-139
Commencement Date: 10/1/20 Termination Date: 9/30/21 Amendment Number: _____
☒ Match Amount: \$ 11,025.00 ☒ Revenue Amount: \$ 44,100.00

***All Funding Source(s) required:** US Department of Housing & Urban Development (HUD)

***Match funding from General Fund?** ☒ Yes ☐ No If Yes \$ 11,025.00 % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Federal government HUD funds are passed through from the City of Tucson

Contact: Jenifer Darland/Rise Hart

Department: Community & Workforce Development

Telephone: 724-7312/724-5723

Department Director Signature/Date: Sam P. [Signature] 4/12/21

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

13 Apr 21
C. [Signature] 4/14/21

Continuum of Care Program Agreement **INTERGOVERNMENTAL AGREEMENT FY19**

THIS FINANCIAL PARTICIPATION AGREEMENT is made and entered into by and between **The City of Tucson**, a municipal corporation of the State of Arizona, hereinafter referred to as the “**City**,” and **Pima County**, a public body corporate of the State of Arizona, hereinafter referred to as “**the Subrecipient**” or “**the Agency**”.

WHEREAS, it has been determined that the activities of the Agency are in the public interest, and are such as to improve and promote the public welfare of the City; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of the Agency is a public purpose in that the activities confer benefits of a general character to a significant part of the public; and

WHEREAS, the City applied for and received U.S Department of Housing and Urban Development (HUD) FY19 Continuum of Care Program funds totaling \$372,595.00 for the purposes of administering the Tucson/Pima County Supportive Services Only – Coordinated Entry project.

WHEREAS, the City entered into a Grant Agreement with HUD dated October 1, 2020.

WHEREAS, the parties are desirous of entering into an Agreement for the City to provide funds to the Agency for the provision of the Supportive Services Only- Coordinated Entry Project at the following locations: 400 E. 26th Street, Tucson, AZ 85713.

WHEREAS, the Agency is registered to do business with Federal agencies and Federal pass-through entities under DUNS #033738662 and has not been suspended or debarred.

NOW THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

CONTRACT TERMS

NATURE OF AGREEMENT: This financial participation agreement constitutes a subaward of Federal funds under Federal Award Identification Number AZ0210L9T011900.

SCOPE OF SERVICES: The Subrecipient shall provide the services and activities described in Exhibit A.

LENGTH OF AGREEMENT: The term of this Agreement shall run from October 1, 2020 to September 30, 2021. The City may, at its discretion, extend the term of this agreement upon mutual written agreement of both parties and subject to continued availability of Federal funds. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

CONTRACT AMOUNT: The City shall pay the Agency the sum of **\$44,100**, the total amount of Federal Funds obligated to the Agency through this and all Continuum of Care Program Supportive Service Only - Coordinated Entry Project actions.

INDIRECT COSTS: Indirect costs shall be reimbursed at the Agency's federally negotiated indirect cost rate pursuant to 2 CFR 200(a)(4) up to an amount not to exceed HUD administrative cost limits defined in 24 CFR 578.59.

CONTRACT NUMBER: 18910

SOURCE OF FUNDS: U.S. Department of Housing and Urban Development Continuum of Care Program (CFDA# 14.267), eligibility citation 24 CFR 578.53 (supportive services).

The Agency shall acknowledge the City of Tucson and funding source(s) in any program materials developed for the purpose of marketing and outreach.

PROJECT NUMBER: AZ0210L9T011900

FEDERAL AWARD DATE: October 1, 2020.

ARBITRATION: In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

AGREEMENT DOCUMENTS: The following list constitutes the Contract Documents incorporated as a part of this Agreement:

General Conditions of the Contract

Exhibit A	Scope Services
Exhibit B	Quarterly Report
Exhibit C	Project Budget
Exhibit D	Payment Request Form
Exhibit E	EEO Form
Exhibit F	FY19 Continuum of Care Program Notice of Funding Availability.
Exhibit G	Tucson Pima Continuum of Care Written Standards
Exhibit H	Tucson Pima Continuum of Care HMIS Policies and Procedures
Exhibit I	Tucson Pima Continuum of Care Coordinated Entry Policies and Procedures
Exhibit J	Continuum of Care Interim Rule (24 CFR 578)

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT PROJECT COORDINATOR for this project is **Kat Jacobs, Planning & Community Development Division**, whose phone number is **520-609-8459**.

THIS AGREEMENT SHALL BE EXECUTED IN COUNTERPARTS.

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

CITY OF TUCSON

Reviewed and Approved by Liz Morales,
Director and not Personally

Date: _____

Executed by Mayor of Tucson and not Personally

Date _____

Attested by – City Clerk and not Personally

Date: _____

PIMA COUNTY

Signature, Chair, Board of Supervisors

Printed Name, Chair, Board of Supervisors

Date: _____

ATTEST:

Signature, Clerk of the Board

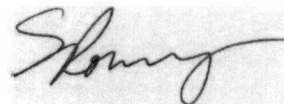
Printed Name, Clerk of the Board

APPROVED AS TO CONTENT:



Daniel Sullivan, Director
Community & Workforce Development

Pursuant to A.R.S. § 11-952 (D), the attorneys for the parties have determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of this State to the parties.



City Attorney, not personally

County Attorney, not personally

GENERAL CONDITIONS

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1. **SCOPE OF SERVICES:** The Subrecipient shall provide those services as described in Exhibit A, attached hereto and by this reference made a part hereof.
2. **ACTIVITIES FUNDED:** The City shall provide funding for the services described in Exhibit A, Scope of Services, if, when and to

the extent that adequate federal grant or other funds are available; and continued activities under this Agreement are conditioned upon continued full and timely City receipt of grant or other funds.

3. **BUDGET:** The City shall provide funding in accordance with this Agreement and Exhibit B, which is attached hereto and by this reference incorporated herein, unless subsequently amended. Only eligible expenditures (pursuant to OMB Circular A-122 cost principles for non-profit organizations) made under, as a part of and on behalf of the project can be reimbursed to the Subrecipient by the City. No deviation from the approved project budget may be made by the Subrecipient without prior written authorization from the City. If the City determines payments exceeded actual project costs, the Subrecipient shall promptly refund the excess amount to the City.
4. **BILLINGS:** The Agency shall submit a billing to the City of Tucson not more often than monthly. An expenditure detail is to be attached to each billing. *At a minimum*, this will include a copy of Agency's general ledger to support all labor and personnel charges as well as all purchased goods or services. Agency is also required to provide time worked records and corresponding general or subsidiary ledger for verification purposes. The ledgers will be examined by City staff relative to the corresponding time worked record as well as for fringe benefits. Time worked records are to be submitted for each employee included in Agency's billings. Note that time worked records must meet with the City of Tucson's approval prior to the beginning of the City's contract year. Agencies are expected to monitor their monthly expenditures to ensure all grant funds are expended at the end of the year. If the costs are less than the costs anticipated in the scope of services, the agency must provide a letter stating why there were funds left at the end of the grant

year. This factor could affect the funder's decision to not renew future requests for agencies with a continuing history of inadequate financial management accounting practices. All payment requests must be submitted to the City of Tucson by the 20th business day of each month. At least a quarter of the funds should be requested for payment by the 20th business day following the end of each quarter. If unable to meet this timeline, Exhibit A, Scope of Services must reflect this. If it does not, a written request for variance must be submitted to the Project Coordinator in a timely manner. The final request for payment must be submitted by the end of the fiscal year or contract end date, whichever is earlier. All contracted funds must be utilized as specified and requested by either the contract end date or June 30th of the contracted year, whichever is earlier.

5. RECORDS: The Subrecipient shall maintain and retain thorough records of all project business transactions and activities for at least five years from the end of the contract year in which they (transactions, activities and expenditures) took place. It shall give the City and the U.S. Department of Housing and Urban Development, through any authorized representatives, access to and the right to examine and copy all records, books, papers or documents relating to or arising from all Subrecipient operations funded in whole or in part under this Agreement, during the term of this Agreement and for a period of five (5) years following the termination of this Agreement.
6. REPORTS: The City will require written reports on a monthly, quarterly and/or annual basis; such reports shall be submitted by the Subrecipient to the City in a form determined by the City within designated timeframes as established by the City. (Unless otherwise later modified in writing by the City.)
7. MONITORING: The City shall have the authority to monitor Subrecipients to ensure compliance with applicable federal and local requirements and achievement of program performance goals; and the Subrecipient shall take all reasonable measures and efforts to cooperate with the City in its efforts to monitor contract compliance and service delivery.
8. INFORMATION: Subject to such rules, regulations and restrictions of confidentiality that may apply by law to the parties and their personnel and clients, the City and the U.S. Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials or other information prepared under or in conjunction with this Agreement.
9. AUDIT and OMB 2 CFR 200: The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Subrecipient shall provide the City of Tucson, P.O. Box 27210, Tucson, AZ 85726-7210, with a copy of any financial audit of the subject program, or portion thereof. Any such audit shall be prepared by an independent auditor in compliance with guidelines for financial and compliance audits of federally assisted programs as contained within OMB 2 CFR 200. In addition, subrecipients certify that the financial practices of this organization are in compliance with OMB CFR 200 (as applicable). The agency audit must then be submitted within 9 months of the end of their audit period, online to www.census.gov. (See website instructions)
10. CONFLICT OF INTEREST: The parties shall establish safeguards to prohibit their respective employees, board members, advisors and agents from using their positions for any purposes that are or give

the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Said safeguards should be substantially designed and executed to prevent actual violations of applicable conflicts of interest laws. A party shall disclose in writing to the other party any conflict of interest or potential conflict of interest described above, immediately upon discovery of such.

11. INDEPENDENT CONTRACTOR: For the purpose of this Agreement, it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties, unless otherwise agreed to in writing by authorized officers of the Parties.

12. INDEMNIFICATION: Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

13. INSURANCE: The parties are both public entities. The parties will maintain insurance in amounts sufficient to cover their respective activities under this Agreement. When requested, a party will provide the other party with a Certificate of Self-Insurance.

14. INCORPORATED BY REFERENCE: The Subrecipient shall administer this Agreement in compliance with all applicable federal, State of Arizona, local and City of Tucson laws, ordinances, and regulations, including but not limited to the federal regulations listed within the exhibits to this agreement.

15. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the event that the U.S Department of Housing and Urban Development should, for any reason, reduce or eliminate the City's funding under this Agreement, the City reserves the right to renegotiate the amount of compensation due the Subrecipient for the Activities Funded and Scope of Services due from the Subrecipient as provided herein, or to terminate this Agreement for cause pursuant to the paragraph entitled "Termination for Cause" herein below, in the

16. TERMINATION FOR CAUSE: The City shall have the right to terminate this Agreement for cause in the event: the Subrecipient fails to fulfill in timely or satisfactory manner any of the significant and substantial obligations set forth in its Scope of Services as set forth in Exhibit A (attached); the Subrecipient breaches or violates any covenant, agreement or assurance herein; the Subrecipient fails to cure any such default, breach or violation no later than seven (7) days after receipt of the written notice from the City of such default or breach; and in the event any source of funding of this Agreement set forth in the paragraph above entitled "Reduction in Administrative Compensation" becomes impounded or otherwise unavailable, reduced or eliminated. In order to so terminate for cause, the City shall give the Subrecipient written notice by certified mail specifying the cause and the effective date of termination which may be effective upon the Subrecipient's receipt of notice, except as specifically provided above. In the event

the City terminates this Agreement due to the Subrecipient's failure to cure any default, breach or violation as provided herein above or due to the Subrecipient's breach or violation of any covenant, agreement or assurance herein, the City may, at its option, make written demand for repayment of, and the Subrecipient shall immediately upon receipt of such written demand of the City, repay all sums received by the Subrecipient from the City under this Agreement as of the date of said demand for any services that were not performed fully, appropriately, legally, competently, adequately, timely or properly, plus interest thereon at the highest legal rate plus all expenses incurred by the City, including reasonable attorney's fees incurred in recovering said sums.

17. TERMINATION WITHOUT CAUSE: The City, without cause, may terminate this Agreement by giving the Subrecipient 30 day's written notice by certified mail. The Subrecipient may appeal such termination without cause by requesting reconsideration by the Mayor and Council, in writing, within thirty (30) days after written notice is delivered to the Subrecipient, said appeal to be filed in writing with the City Clerk and with the Housing and Community Development Department Director. The appeal to the Mayor and Council shall be scheduled as soon as is reasonably possible. The Subrecipient shall receive notice of the appeal hearing and opportunity to supplement its written appeal. Termination shall be suspended until the effective date of the Mayor and Council ruling on the Subrecipient's appeal. If and when this Agreement is terminated under this Section, the Subrecipient shall be paid in full for all actual services and activities performed in a satisfactory manner, together with eligible out-of-pocket expenses incurred but unbilled at the time of termination, providing there are no grounds for termination or disallowance for cause as set forth herein above.

18. OFFSETTING CLAIM: Notwithstanding any provision appearing to the contrary, the Subrecipient shall not be relieved of liability to the City of damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, its officers, agents, managers or employees. The City may withhold payment of compensation to the Subrecipient for the purpose of an offsetting claim, until such time as the full amount of damage incurred by the City which is then due from the Subrecipient is determined and paid. Such damages may include the U.S. Department of Housing and Urban Development disqualification of Activities Funded because of the Subrecipient's failure to properly administer audit or report activities, services and/or expenditures.
19. INTEGRATED DOCUMENT: This Agreement, and the following referenced and/or attached Exhibits including attachments and references thereto embody the entire Agreement between the City and the Subrecipient for the scope of services and their terms and conditions, Exhibit A. Scope of Services; Exhibit B. Quarterly Report; Exhibit C Project Budget, Exhibit D Payment Request Form. No verbal agreements or conversation with any officer, agent or employee of the City prior to or after the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.
20. AMENDMENTS: This Agreement may be amended only by prior written agreement of the parties hereto signed by duly authorized officers of each party.
21. SEVERABILITY OF PROVISIONS: If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and if, in the judgment of the City, such remainder will suffice to adequately and timely achieve the purpose and goals of the Project and of this contract.
22. NON-APPROPRIATION: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining Agency or other public entity obligations under this Agreement. In the event of such termination, agency shall have no further obligation to City other than for payment for services rendered prior to cancellation.
23. NON-ASSIGNABILITY: The Subrecipient shall not assign any rights, obligations or other interests in this Agreement, and shall not transfer any interest in this Agreement without prior 30 day written consent of the City thereto.
24. SUCCESSORS: The Subrecipient covenants that the provisions of this Agreement shall be binding upon heirs, successors, subsubrecipients, representatives and agents.

25. NONDISCRIMINATION: The Subrecipient, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to non-discrimination, biases, and/or limitations, such as, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, and to the extent applicable, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary City funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. "Administrative Guidance Regarding the Non-Discrimination Policy for Programs Funded by the City of Tucson," to the extent it may apply to Subrecipient, which is a political subdivision of the State and only to the expenditure of grant funds provided by the U.S. Department of Housing and Urban Development, is incorporated herein as follows:

On September 25, 2000 the Mayor and Council approved a policy prohibiting the direct or indirect granting of discretionary City funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status.

Consistent with policies expressed throughout federal, state, and local law, it is clear that the Mayor and Council did not intend to prohibit funding to all social service organizations that may have certain restrictive policies. This document provides administrative guidance for differentiating between the legitimate targeting/restriction of services and prohibited exclusionary discriminatory policies. The following practices will not preclude an organization from receiving funding:

1. Restricting program participation to persons of a particular age group such as kindergartens,

nurseries, day care centers, nursing homes, housing for older persons, etc., provided such programs do not discriminate on the basis of other criteria listed above.

2. Restricting program participation to individuals with physical or mental disabilities provided such programs do not discriminate on the basis of other criteria listed above.
3. Restricting program participation to individuals of a single sex if the program provides dormitory-lodging facilities or residential housing, such as transitional housing, group homes, domestic violence shelters, etc., provided such programs do not discriminate on the basis of other criteria listed above.
4. Requiring volunteers, employees, and or program participants to meet federal, state, or local licensing restrictions (e.g., requiring volunteers to be at least 18 years of age).
5. Restricting voluntary youth service organizations, that have traditionally been limited to persons of one sex and principally to persons of less than nineteen years of age, to individuals of a single sex, provided such programs do not discriminate on the basis of other criteria listed above.
6. The Subrecipient agrees that in the execution and performance of this contract, the Subsubrecipient and its officers, agents, and/or employees shall obey all local, state, and Federal laws requiring non-discrimination and affirmative action.
7. In the execution and performance of this contract, the Subrecipient and its agents, officers, and employees shall obey all applicable local, state, and Federal laws and regulations intended to protect, serve, or benefit disabled persons, and shall, in particular, obey Arizona Revised Statutes, Title 41, Chapter 9 Civil Rights, Article 8 Public Accommodation and Service, and the federal Americans with Disabilities Act, and any regulations and standards promulgated thereunder.
8. Agency staff and Supervisors funded by this contract will attend Fair Housing training at least once during the contract year.

26. CLIENT'S RIGHTS, SAFEGUARDING CLIENT INFORMATION:

The Subrecipient will establish a system through which recipients may present grievances about the operation of the Project. The Subrecipient shall advise recipients of this right, and shall also advise recipients of their right to appeal to the City Representative. A report shall be submitted to the City within thirty (30) days following the filing of such a grievance,

such report to provide a copy of the grievance and a statement of the resolution effected by the Subrecipient. The Subrecipient shall not use any information concerning an applicant or recipient of service that is obtained by the Subrecipient in the performance of its obligations under this Contract for any purpose other than carrying out the express terms of this Contract. The Subrecipient shall not release any such information to a party not a signatory to this Contract without the express written consent of the City specifying that the requested information is releasable. All requests for such information shall be promptly transmitted to the City Representative for appropriate action. The Subrecipient shall return all such information to the City at the expiration of this Contract.

In the event that any information pertaining to any individual is used or disclosed, or is alleged to have been used for disclosed by the Subrecipient, its employees, Subsubrecipients or agents, in violation of Federal requirements for safeguarding client information, the Subrecipient shall, to the extent permitted by law, indemnify and hold the City harmless from any and all liability, and shall bear all costs for the defense of any legal action incident thereto.

27. PROTECTION OF PERSONS AND PROPERTY, OSHA

Project facilities and locations of service delivery shall be maintained in an acceptable condition for the comfort, convenience, and safety of employees and Project participants.

The Subrecipient shall take all precautions necessary for the safety of employees and the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on or about the Project premises.

The Subrecipient shall comply with all of the safety requirements of the federal Occupational Safety and Hazards Act (OSHA) as set forth by the Federal Government and as implemented by the State of Arizona. The Subrecipient shall be solely responsible for all fines or other penalties provided for by law for any violation of the Occupational Safety and Hazards Act. The Subrecipient shall, furthermore, require all Subsubrecipients to comply with this Contract in general and particularly and specifically with this Article.

28. PROCUREMENT OF RECOVERED

MATERIALS: (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, The subrecipient shall procure items designated In guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Subrecipient shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Subrecipient determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Subrecipient purchases in excess of \$10,000 of the item under this contract, or (2) during the preceding Federal fiscal year, the Subrecipient (i) purchased any amount of

the Items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

29. RESEARCH AND DEVELOPMENT:

These funds will not be used for research and/or development.

30. LEGAL AUTHORITY. Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

31. WORKER'S COMPENSATION. Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

32. NO JOINT VENTURE. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

33. NO THIRD-PARTY BENEFICIARIES. Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by

imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

34. NOTICE. Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

Subrecipient:

[Name & title]

[address]

With copies to:

SCOPE OF SERVICES

Tucson/Pima County Coordinated Entry Project (Supportive Service Only – Coordinated Entry)

1. **Program Overview:** County, through the Sullivan Jackson Employment Center (“SJEC”), will provide outreach, job training and employment placement activities for chronically homeless individuals receiving services referred through Coordinated Entry system. SJEC is located at:
400 E. 26th Street
Tucson, AZ 85713
2. **Program Purpose:** This project will serve persons experiencing or at risk of experiencing homelessness in tribal and rural Pima County communities. The project will increase these persons’ access to available housing and supportive service interventions with the goal of permanent housing.
3. **Scope of Services:**
 - 3.1. County will employ one (1) full-time (1.0 FTE) Outreach Case Manager. Outreach Case Manager will:
 - 3.1.1. Participate in a coordinated network of Access Points operating throughout the region.
 - 3.1.2. Participate in shared scheduling of Access Point hours and appointments.
 - 3.1.3. Recruit rural Access Points in partnership with City of Tucson and facilitate introduction to Homeless Management Information System (HMIS) Lead and Continuum of Care Lead Agency teams for training and on-going support.
 - 3.1.4. Assist in development of Coordinated Entry affirmative outreach strategy, especially as it relates to rural and tribal communities.
 - 3.1.5. Provide mobile access point services targeting rural and tribal community members including but not limited to City/County homeless protocol responses.
 - 3.1.6. Conduct Coordinated Entry assessment with persons meeting Federal and local eligibility criteria and initiate referrals to the Coordinated Entry by name list when appropriate.
 - 3.1.7. Facilitate access to available diversion and mainstream resources as appropriate.
 - 3.1.8. Provide follow-up support to assessed households for the purposes of addressing to changes in living environment and updating local records.
 - 3.1.9. Maintain a weekly schedule that includes a minimum of 20 hours of Access Point operation.
 - 3.1.10. Participate in project team training.
 - 3.1.11. Adhere to project team policies and procedures as developed and revised over time.
 - 3.1.12. Provide housing navigation services for persons referred through Coordinated Entry system.
 - 3.2. City will ensure that housing providers refer appropriate residents to the County for the services set forth in paragraph 3.1 above.
 - 3.3. City may also refer enrollees to the County for employment and job training opportunities.
4. **Outcomes:**
 - 4.1. 75% of participants will have immediate housing needs addressed through coordinated referral to emergency shelter, navigation, diversion, and/or personal resources.
 - 4.2. 80% of participants will receive referral to mainstream benefits and social services for which they are eligible.
 - 4.3. 100% of referrals to the TPCH Coordinated Entry system will be actionable (diversion/triage screening complete and eligible for services).
 - 4.4. Agency will maintain HMIS data completeness and timeliness score of 100%.
5. **Reports:** Provide monthly reports of project implementation, successes, and challenges.

Submit within 15 days of quarter to:

Kat Jacobs, Project Coordinator – Collaborative Applicant Section– Human Services
City of Tucson, Housing and Community Development Dept/PCD
P.O. Box 27210
Tucson, AZ 85726-7210

EXHIBIT B
CITY OF TUCSON HUMAN SERVICES
FY 2020 QUARTERLY REPORT/PERFORMANCE MEASURES REPORT

Agency Name: Pima County

Project Name: Tucson/Pima County Coordinated Entry

Contract #: 18910

Quarterly Report for:

☐ 1st Quarter, Oct 1- Dec 31, 2020 ☐ 2nd Quarter, Jan 1- Mar 31, 2021 ☐ 3rd Quarter, Apr 1- June 30, 2021 ☐ 4th Quarter, Jul 1- Sep 30, 2021

Projected Annual Performance Outputs and Outcomes. (Refer to funded Category/Subcategory description and Exhibit A-Scope of Services #9 & 10)	Indicate Unduplicated Numbers Served and/or Percentage During the Quarter	Year-to-Date Outputs (Cumulative)	Comments: <ul style="list-style-type: none">• Provide additional information relating to the status/progress of your project• Explain significant variance in outcomes compared to what was predicted• Describe outstanding project achievements• If program is not yet delivering service, describe actual status of project
Outputs (unduplicated number of clients): # of people receiving CE Outreach Information (175 in year 1)			
Outcome (per Human Services Subcategory): 75% of participants will have immediate housing needs addressed through coordinated referral to emergency shelter, navigation, diversion, and/or personal resources			
Outputs (unduplicated number of clients): Number of rural Access Points to be created in Year 1 (3 in year 1)			
Outcome (per Human Services Subcategory): 80% of participants will receive referral to mainstream benefits and social services for which they are eligible			
Outputs (unduplicated number of clients): # of Housing assessments completed (150 in year 1)			
Outcome (per Human Services Subcategory): 100% of referrals to the TPCH Coordinated Entry system will be actionable (diversion/triage screening complete and eligible for services)			

EXHIBIT C
CITY OF TUCSON HUMAN SERVICES - COC HOMELESS ASSISTANCE
FY 2020 PROJECT BUDGET
Funding Period: October 1, 2020 – September 30, 2021

Agency Name: Pima County	Contract Number: 18910
Project Name: FY19 Tucson/Pima Coordinated Entry	Award Amount: \$44,100
Account Number: S19-9276-268-0000-000000	Contract Period: Pending Final Award – to be added

Budget Categories:

CoC
(funding source)

1.	Assessment of Service Needs	\$16,104
2.	Case Management	\$16,104
3.	Housing Counseling Services	\$8,052
4.	Transportation	\$1,740
5.	Admin	\$2,100
TOTAL (Line items must total contract amount):		\$44,100
6.	Match	\$11,025
TOTAL (Contract plus Match)		\$55,125

****A detailed line item breakdown must be provided below****

All requests for budget changes must be submitted in writing, and approved by the Housing and Community Development Department/Planning and Community Development Division prior to expenditure. Budget modifications may be limited and are subject to relevant City, TPCH, and/or HUD approval.

BUDGET DETAILS

Item	Amount
PERSONNEL:	
Outreach Program Coordinator (80% of 1 FTE Salary + ERE) includes assessment of service needs, case management, and housing counseling services. (direct and indirect costs)	\$40,260.00
Transportation	
Mileage reimbursement for staff travel (direct and indirect costs)	\$1,740.00
ADMINISTRATIVE COSTS	
Administrative personnel and occupancy costs (direct and indirect costs)	\$2,100.00
MATCH – (20% of FTE Salary + ERE)	\$11,025.00
TOTAL	\$55,125.00

Send original signed request and
COPY OF GENERAL LEDGER TO:
Kat Jacobs, Project Coordinator
Contract Section for GF/HS
City of Tucson, HCDD/PCD
P.O. Box 27210, Tucson, AZ 85726-7210

NOTE: IF PAYMENT REQUEST INCLUDES
ANY CHARGES FOR PERSONNEL AND/OR
ERE THEN COPIES OF TIME WORKED
RECORDS ARE TO BE PROVIDED

EXHIBIT D

CITY OF TUCSON HUMAN SERVICES FY 2010 PROJECT PAYMENT REQUEST

Contract Number: 18910

Total Contract Amount: \$44,100

Vendor Number: _____

Invoice Number: _____

Agency Name: Pima County

Project Name: Tucson/Pima County Coordinated Entry

Period for Reimbursement: _____
(MM/DD/YY TO MM/DD/YY)

A. Total Award Amount	\$ 44,100
B. Prior Expenditures	\$
C. Total Amount Requested for this Payment	\$
D. Total Expenditures Plus New Costs Incurred (B plus C)	\$
E. Balance After Requests (A minus D)	\$

All requests for budget changes are required to be submitted in writing and approved by City of Tucson HCDD/PCD. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible, and the 20% administrative cap is not exceeded. Failure to submit timely quarterly performance measures reports, may delay the processing of payment requests.

Prepared by:	Name	Phone:
Authorized by:	Authorized Signature	Date:

FOR CITY OF TUCSON USE ONLY:

ACCOUNT #	AMOUNT APPROVED FOR PAYMENT
	\$
APPROVAL SIGNATURE:	DATE:

PAYMENT PROCESSTING INSTRUCTIONS:

Equal Opportunity Is the Law

It is against the law for the State of Arizona, as a recipient of Federal financial assistance, to discriminate on the following bases:

- ☐ Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, child birth or related medical condition, sex stereotyping, transgender status, and gender identity), national origin (including Limited English Proficiency), age, disability, political affiliation or belief; and
- ☐ Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I- financially assisted program or activity.
- ☐ Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

The State of Arizona must not discriminate in any of the following areas:

- ☐ Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- ☐ Providing opportunities in, or treating any person with regard to, such a program or activity; or
- ☐ Making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The Local Office

Eddie Saavedra
Local Area EO Officer
Pima County Community Services
Employment & Training
2797 E. Ajo Way
Tucson, AZ 85713
Phone: (520) 724-7700
Fax: (520) 724-6796
Eddie.saavedra@pima.gov
TTY/TTD: (520) 724-8778

State of Arizona

Kerry Bernard
State WIOA EO Officer
Office of Equal Opportunity
Department of Economic Security
1789 W. Jefferson Ave. MD 51H3
Phoenix, Arizona 85007
Phone: (602) 364 -3976
Fax: (602) 364 - 3982
TTY/TDD: 7-1-1
Email: OfficeofEqualOpportunity@azdes.gov

Or

Civil Rights Center

Naomi M. Barry-Perez, Director
Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW
Room N-4123
Washington, DC 20210
Phone: (202) 693-6500
Fax: (202) 693-6505
TTY: (202) 693-6516

Or

- If you file your complaint with the State of Arizona, you must wait either until the State of Arizona issues a written Notice of Final Action, or until 90 days have passed, (whichever is sooner), before filing a complaint with the Civil Rights Center (see address above).
- If the State of Arizona does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the State of Arizona to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the State of Arizona).
- If the State of Arizona does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Client Signature: _____ Date: _____

Client Name (Printed): _____

Applicant: City of Tucson - Housing and Community Development Department -
Community Development Division

072450869

Project: Tucson/Pima County Coordinated Entry

175271

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD Exchange at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD via the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2019 Continuum of Care (CoC) Program Competition. For more information see FY 2019 CoC Program Competition NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2019 CoC Program NOFA and the FY 2019 General Section NOFA.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with navigational guides, which are also found on the HUD Exchange.
- New projects may only be submitted as either Reallocated, Bonus Projects, Reallocated + Bonus or DV Bonus. These funding methods are determined in collaboration with local CoC and it is critical that applicants indicate the correct funding method. Project applicants must communicate with their CoC to make sure that the CoC submissions reflect the same funding method.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).
- HUD reserves the right to reduce or reject any new project that fails to adhere to (24 CFR part 578 and application requirements set forth in FY 2019 CoC Program Competition NOFA.

1A. SF-424 Application Type

1. Type of Submission:

2. Type of Application: New Project Application

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 09/21/2019

4. Applicant Identifier:

5a. Federal Entity Identifier:

6. Date Received by State:

7. State Application Identifier:

1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: City of Tucson

b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000266

	c. Organizational DUNS:	072450869	PLUS 4:	
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d. Address

Street 1: 310 N Commerce Park Loop

Street 2: Santa Rita Building, First Floor

City: Tucson

County:

State: Arizona

Country: United States

Zip / Postal Code: 85726-7210

e. Organizational Unit (optional)

Department Name: Housing & Community Development

Division Name: Planning and Community Development

f. Name and contact information of person to be contacted on matters involving this application

Prefix: Ms.

First Name: Jodie

Middle Name:

Last Name: Earll Barnes

Suffix:

Title: Project Supervisor

Organizational Affiliation: City of Tucson

Telephone Number: (520) 837-5363

Applicant: City of Tucson - Housing and Community Development Department -
Community Development Division

072450869

Project: Tucson/Pima County Coordinated Entry

175271

Extension:

Fax Number: (520) 791-2529

Email: jodie.barnes@tucsonaz.gov

1C. SF-424 Application Details

9. Type of Applicant: C. City or Township Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6300-N-25

Title: Continuum of Care Homeless Assistance
Competition

13. Competition Identification Number:

Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (state(s) only): Arizona
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: Tucson/Pima County Coordinated Entry

16. Congressional District(s):

a. Applicant: AZ-003, AZ-002, AZ-001
b. Project: AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 07/01/2020
b. End Date: 06/30/2021

18. Estimated Funding (\$)

a. Federal:
b. Applicant:
c. State:
d. Local:
e. Other:
f. Program Income:
g. Total:

1E. SF-424 Compliance

- 19. Is the Application Subject to Review By State Executive Order 12372 Process?** b. Program is subject to E.O. 12372 but has not been selected by the State for review.

If "YES", enter the date this application was made available to the State for review:

- 20. Is the Applicant delinquent on any Federal debt?** No

If "YES," provide an explanation:

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE: ☒

21. Authorized Representative

Prefix: Ms.

First Name: Liz

Middle Name:

Last Name: Morales

Suffix:

Title: Director

Telephone Number: (520) 837-5395
(Format: 123-456-7890)

Fax Number: (520) 791-5407
(Format: 123-456-7890)

Email: liz.morales@tucsonaz.gov

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/21/2019

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880
U.S. Department of Housing and Urban Development
OMB Approval No. 2506-0214 (exp.02/28/2022)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: City of Tucson

Prefix: Ms.

First Name: Liz

Middle Name:

Last Name: Morales

Suffix:

Title: Director

Organizational Affiliation: City of Tucson

Telephone Number: (520) 837-5395

Extension:

Email: liz.morales@tucsonaz.gov

City: Tucson

County:

State: Arizona

Country: United States

Zip/Postal Code: 85726-7210

2. Employer ID Number (EIN): 86-6000266

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance \$372,595.00

Requested/Received:

(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, City and State) of the project or activity.

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? Yes
(For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9. Yes

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
City of Tucson Planning Grant	Planning	\$250,029.00	Planning
City of Tucson Coordinated Entry	CE/Supportive Services	\$372,595.00	CE Supportive Services/Admin
City of Tucson Shelter Plus Care II	PSH	\$695,456.00	PSH Rental Assistance/Admin
City of Tucson Shelter Plus Care IV	PSH	\$682,239.00	PSH Rental Assistance/Admin
City of Tucson ECHO	PSH	\$660,631.00	PSH Rental Assistance/Supportive Services/Admin

Note: If additional sources of Government Assistance, please use the "Other Attachments" screen of the project applicant profile.

Part III Interested Parties

You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
City of Tucson	86-6000266	Grant money rental assistance/ Project Grantee	\$543,261.00	20%
Community Partnership of Southern Arizona	86-0792518	Project Subrecipient	\$783,503.87	29%
COPE Behavioral Services, Inc.	86-0363717	Project Subrecipient	\$261,351.98	10%
Old Pueblo Community Services	86-0836556	Project Subrecipient	\$511,763.22	19%
Pima County	86-6000543	Project Subrecipient	\$110,863.00	4%

Note: If there are no other people included, write NA in the boxes.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

I AGREE: ☒

Name / Title of Authorized Official: Liz Morales, Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/21/2019

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: City of Tucson

Program/Activity Receiving Federal Grant Funding: CoC Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

2. Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Workplaces, including addresses, entered in the attached project application.

Refer to addresses entered into the attached project application.

I certify that the information provided on this

X

**form and in any accompanying
documentation is true and accurate. I
acknowledge that making, presenting,
submitting, or causing to be submitted a
false, fictitious, or fraudulent statement,
representation, or certification may result in
criminal, civil, and/or administrative
sanctions, including fines, penalties, and
imprisonment.**

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Authorized Representative

Prefix: Ms.

First Name: Liz

Middle Name

Last Name: Morales

Suffix:

Title: Director

Telephone Number: (520) 837-5395
(Format: 123-456-7890)

Fax Number: (520) 791-5407
(Format: 123-456-7890)

Email: liz.morales@tucsonaz.gov

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/21/2019

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal 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 an officer or employee of an 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.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction

imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: City of Tucson

Name / Title of Authorized Official: Liz Morales, Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/21/2019

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? No

Legal Name: City of Tucson

Street 1: 310 N Commerce Park Loop

Street 2: Santa Rita Building, First Floor

City: Tucson

County:

State: Arizona

Country: United States

Zip / Postal Code: 85726-7210

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and

☒

complete. ☐

Authorized Representative

Prefix: Ms.

First Name: Liz

Middle Name:

Last Name: Morales

Suffix:

Title: Director

Telephone Number: (520) 837-5395
(Format: 123-456-7890)



Fax Number: (520) 791-5407
(Format: 123-456-7890)

Email: liz.morales@tucsonaz.gov

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/21/2019

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards: \$159,600

Organization	Type	Sub-Award Amount
Old Pueblo Community Services	M. Nonprofit with 501C3 IRS Status	\$23,100
Primavera Foundation	M. Nonprofit with 501C3 IRS Status	\$23,100
Our Family Services	M. Nonprofit with 501C3 IRS Status	\$23,100
Interfaith Community Services	M. Nonprofit with 501C3 IRS Status	\$23,100
Salvation Army	M. Nonprofit with 501C3 IRS Status	\$23,100
Pima County Community Services, Employment and ...	B. County Government	\$44,100

2A. Project Subrecipients Detail

a. Organization Name: Old Pueblo Community Services

b. Organization Type: M. Nonprofit with 501C3 IRS Status

If "Other" specify:

c. Employer or Tax Identification Number: 86-0836556

	* d. Organizational DUNS:	002623366	PLUS 4:	
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e. Physical Address

Street 1: 4501 E. 5th Street

Street 2:

City: Tucson

State: Arizona

Zip Code: 85711

f. Congressional District(s): AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$23,100

j. Contact Person

Prefix: Mr.

First Name: Tom

Middle Name:

Last Name: Litwicki

Suffix:

Title: Executive Director

E-mail Address: tlitwicki@helptucson.org

Confirm E-mail Address: tlitwicki@helptucson.org

Phone Number: 520-546-0122

Extension:

Fax Number:

2A. Project Subrecipients Detail

a. Organization Name: Primavera Foundation

b. Organization Type: M. Nonprofit with 501C3 IRS Status

If "Other" specify:

c. Employer or Tax Identification Number: 86-0733182

	* d. Organizational DUNS:	148847700	PLUS 4:	
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e. Physical Address

Street 1: 151 W. 40th Street

Street 2:

City: Tucson

State: Arizona

Zip Code: 85713

f. Congressional District(s): AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$23,100

j. Contact Person

Prefix: Ms.

First Name: Peggy

Middle Name:

Last Name: Hutchison

Suffix:

Title: CEO

E-mail Address: phutchison@primavera.org

Confirm E-mail Address: phutchison@primavera.org

Phone Number: 520-822-5383

Extension:

Fax Number:

2A. Project Subrecipients Detail

a. Organization Name: Our Family Services

b. Organization Type: M. Nonprofit with 501C3 IRS Status

If "Other" specify:

c. Employer or Tax Identification Number: 94-2598560

	* d. Organizational DUNS:	148763402	PLUS 4:	
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e. Physical Address

Street 1: 2590 N. Alvernon Way

Street 2:

City: Tucson

State: Arizona

Zip Code: 85712

f. Congressional District(s): AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$23,100

j. Contact Person

Prefix: Ms.

First Name: Beth

Middle Name:

Last Name: Morrison

Suffix:

Title: CEO

E-mail Address: bmorrison@ourfamilyservices.org

Confirm E-mail Address: bmorrison@ourfamilyservices.org

Phone Number: 520-323-1708

Extension:

Fax Number:

2A. Project Subrecipients Detail

a. Organization Name: Interfaith Community Services

b. Organization Type: M. Nonprofit with 501C3 IRS Status

If "Other" specify:

c. Employer or Tax Identification Number: 86-0520997

	* d. Organizational DUNS:	809419398	PLUS 4:	
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e. Physical Address

Street 1: 2820 W. Ina Road

Street 2:

City: Tucson

State: Arizona

Zip Code: 85741

f. Congressional District(s): AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? Yes

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$23,100

j. Contact Person

Prefix: Mr.

First Name: Tom

Middle Name:

Last Name: McKinney

Suffix:

Title: CEO

E-mail Address: tmckinney@icstucson.org

Confirm E-mail Address: tmckinney@icstucson.org

Phone Number: 520-526-9292

Extension:

Fax Number:

2A. Project Subrecipients Detail

a. Organization Name: Salvation Army

b. Organization Type: M. Nonprofit with 501C3 IRS Status

If "Other" specify:

c. Employer or Tax Identification Number: 94-1156347

	* d. Organizational DUNS:	101720758	PLUS 4:	
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e. Physical Address

Street 1: 1002 N. Main Avenue

Street 2:

City: Tucson

State: Arizona

Zip Code: 85705

f. Congressional District(s): AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? Yes

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$23,100

j. Contact Person

Prefix: Mr.

First Name: Bill

Middle Name:

Last Name: Finch

Suffix:

Title: Assistant Program Manager

E-mail Address: bill.finch@usw.salvationarmy.org

Confirm E-mail Address: bill.finch@usw.salvationarmy.org

Phone Number: 520-448-5515

Extension:

Fax Number:

2A. Project Subrecipients Detail

a. Organization Name: Pima County Community Services, Employment
and Training Department

b. Organization Type: B. County Government
If "Other" specify:

c. Employer or Tax Identification Number: 86-6000543

	* d. Organizational DUNS:	033738662	PLUS 4:	
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e. Physical Address

Street 1: 2797 E. Ajo Way

Street 2:

City: Tucson

State: Arizona

Zip Code: 85704

f. Congressional District(s): AZ-003, AZ-002, AZ-001
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$44,100

j. Contact Person

Prefix: Mr.

First Name: Daniel

Middle Name: P

Last Name: Sullivan

Suffix:

Title: Program Manager

E-mail Address: daniel.sullivan@pima.gov

Confirm E-mail Address: daniel.sullivan@pima.gov

Phone Number: 520-724-7309

Extension:

Fax Number:

2B. Experience of Applicant, Subrecipient(s), and Other Partners

1. Describe the experience of the applicant and potential subrecipients (if any), in effectively utilizing federal funds and performing the activities proposed in the application, given funding and time limitations.

The City of Tucson manages dozens of city-wide and regional projects throughout its departments. HCD currently serves as the Collaborative Applicant for TPCH through which provides leadership and administrative backbone support to the local Continuum of Care. The Department directly manages CoC, Choice Neighborhoods, CDBG, ESG, HOPWA, and HOME programs, along with Section 8 public housing and voucher programs for two public housing authorities (City of Tucson, Pima County).

Through its HUD and General Fund grant programs, HCD provides administers funding and program coordination through 100+ subawards to non-profit agencies and local jurisdictions, and has extensive experience delivering high-quality community level solutions to address the region's most challenging issues. This project is intentionally built on the longstanding partnership between the City of Tucson (Collaborative Applicant/Lead Agency) and Pima County (HMIS Lead). Pima County has administered the TPCH HMIS since 2008 and provides back-office coordination for CE data management and referral matching. Both the City and County have been integral partners and leaders in TPCH since its founding, together administering 12 CoC rapid re-housing, permanent housing, CoC Planning, and HMIS grants.

This project additionally includes the contributions of five non-profit organizations with long histories of success delivering high-quality services for people experiencing homelessness in Pima County, nearly all of which currently receive Federal or State subawards and/or local funding through the City of Tucson and Pima County. Four of these non-profits currently administer CoC funds directly through HUD and/or passed through the City or County.

Each of the project partners is accustomed to delivering timely and cost-effective services for people experiencing homelessness. This project application supports the most active and early adopters of CE in Tucson/Pima County. Six of the seven project partners currently administer stationary and/or Mobile Access Points and are experienced in the administration of CE assessment and diversion. One project partner, Interfaith Community Services, will add CE assessment to existing menu of ESG, LIHEAP, and CSBG assessment and case management services passed through the local Community Action Agency. Based on its longstanding and successful performance of these mainstream assessment services; the project applicant and partners are confident in its ability to provide high-quality CE assessment through this project within funding and time limitations.

The project will be led by a project coordinator supervised by the City's CoC

management team. Project coordination will include bi-weekly meetings of all project partners to review progress toward spending and performance goals, review of project quality and delivery of services in accordance with HUD and local standards, and discussion and collaborative decision-making to address unforeseen challenges, emerging trends, and potentially decelerating factors in order to ensure timely and prudent use of project funds and delivery on project outputs and outcomes.

2. Describe the experience of the applicant and potential subrecipients (if any) in leveraging other Federal, State, local, and private sector funds.

The project partners each administer a variety of Federal, State, and local programs through which more than \$600,000 in CE-related outreach, assessment, case management, housing/counseling, and administrative funds will be leveraged annually to deliver high-quality and effective CE services throughout Pima County, the geographic area of the Tucson/Pima County CoC. The geographic area covered by this proposal spans 9,189 square miles of urban, suburban, tribal, and rural communities and is larger in size than Connecticut, Rhode Island, and Delaware combined.

Project partners participate in the local Emergency Services Network administered by Pima County Community Action Agency through which individuals and families at risk of homelessness but not eligible for ESG or CoC services are able to immediately enroll in and access emergency financial assistance through CSBG, LIHEAP, TANF, and local funds. ESG, CoC, and RHY outreach staff employed at the partner agencies conduct direct outreach to people experiencing homelessness, linking them directly to CE Access Points, ESG and locally-funded emergency shelter programs, and mainstream resources. Pima County Sullivan Jackson Employment Center, a project partner, is a WIOA One-Stop Career Center/American Job Center exclusively serving youth and adults experiencing homelessness. Through the integration of WIOA employment, training, job search, upskilling, vocational rehabilitation, and veteran's re-employment services, people seeking CE assistance can be immediately entered into the public workforce development system and assisted to increase income regardless of whether they are diverted to self-resolution or mainstream resources, served through Emergency Solutions programs, or referred to transitional or permanent housing programs through CE assessment and prioritization. The City of Tucson administers Section 8/Housing Choice Voucher programs including Homeless Preference, Family Unification, and other specialty programs to which households seeking assistance through CE can be diverted and households referred to supportive housing can transition once presenting crises are stabilized, monthly income is obtained, and eligibility is verified by the PHA.

In total, project partners cumulatively administer housing and service programs through 19 CoC grant awards, 3 Department of Veteran's Affairs awards, 4 HHS Runaway and Homeless Youth awards, 18 State and Federal grant awards passed through State agencies, and more than 20 local and Federal grants awards passed through local jurisdictions including ESG, HOPWA, HOME, and CDBG, among others. Project partners are experiencing in meeting Federal matching requirements through non-federal sources and/or braiding of Federal resources when permissible under Federal regulations, and together

leverage \$5M+ in total resources for people experiencing homelessness and participating in services throughout their various agency programs.

3. Describe the basic organization and management structure of the applicant and subrecipients (if any). Include evidence of internal and external coordination and an adequate financial accounting system.

The City of Tucson Housing and Community Development Department (HCD) is an experienced HUD grantee managing multiple CoC awards as well as HUD ESG, CDBG, HOPWA, HUD-VASH, FUP, Section 8, and Choice Neighborhoods formula funds and discretionary grants. HCD serves as the Collaborative Applicant for TPCH and employs 6.75 FTE professional staff delivering CoC, ESG, and HOPWA assistance grants through a network of 10 non-profit and government subrecipients. HCD's homeless assistance team is directed by the Planning and Community Development Administrator under the executive leadership of the HCD Director. HCD accounting uses a modified accrual basis and each of the project subrecipients adhere to Generally Accepted Accounting Principles (GAAP). Each project partner undergoes an independent audit (including single audit) annually. There are currently no unresolved audit or HUD monitoring findings in any of the 7 partner agencies.

HCD is supported by 26 in-house finance, human resources, and compliance staff. The in-house management team is supported by the City's Human Resources, Information Technology, Finance, Risk Management, and Procurement Departments, as well as the City Attorney's and City Manager's Offices. City staff conduct fiscal auditing of subrecipient expenditures monthly confirming cost eligibility and appropriate documentation before issuing monthly subaward payments. Subrecipient employees complete and submit time and effort reports to the City monthly which are verified against pay and ERE schedules for reimbursement. Programmatic monitoring is conducted according to pre-determined monitoring schedules determined through subrecipient risk assessment and as needed to address performance challenges, staff turnover, or other unexpected events. On-site fiscal monitoring accompanies programmatic monitoring and confirms appropriate segregation of duties and fiscal controls are in place at each subrecipient agency.

HCD uses Elite financial and subaward management software; subrecipients use a variety of professional non-profit and government software solutions including Advantage, Abila MIP, QuickBooks, and FundEZ systems. Each subrecipient's chart of accounts separates eligible costs into unique accounts for each funding and match source.

Subrecipient programs each include a direct chain of command which reports to the subrecipient's senior executive. Assessors and navigators schedules are designed to ensure high-quality service provision and documentation and the project requires regular subrecipient manager oversight of agency operations, as well as bi-weekly team meetings facilitated by the project coordinator and overseen by the City's CoC management team.

4a. Are there any unresolved monitoring or audit findings for any HUD grants(including No

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**ESG) operated by the applicant or potential
subrecipients (if any)?**

3A. Project Detail

1a. CoC Number and Name: AZ-501 - Tucson/Pima County CoC

1b. CoC Collaborative Applicant Name: City of Tucson

2. Project Name: Tucson/Pima County Coordinated Entry

3. Project Status: Standard

4. Component Type: SSO

5. Does this project use one or more properties that have been conveyed through the Title V process? No

6. Is this new project application requesting to transition from eligible renewal project(s) that were awarded to the same recipient and fully eliminated through reallocation in the FY 2019 CoC Program Competition? (Section II.B.2. and Section III.C.3.q. of the FY 2019 NOFA). No

7. Under CoC Interim Rules, new grant funding cannot replace state or local funds. Can you confirm that this project application for new CoC Program funding will not replace state or local funds?

X

3B. Project Description

1. Provide a description that addresses the entire scope of the proposed project.

Scarce financial resources and limited centralization have made posed barriers to the CoC's ability to achieve full geographic coverage and meet other HUD requirements and community goals related to CE. This project has been prioritized by the CoC to address critical gaps and stimulate improved system performance.

The City of Tucson (Collaborative Applicant) and Pima County (HMIS Lead) will coordinate the Tucson/Pima Coordinated Entry system. Public facing CE services (marketing/advertising, Access Point coordination, navigation, outreach, etc.) will be coordinated by the City and back-office services (HMIS data/system management, referral matching, By Name List management) will be coordinated by the County. The proposed project will allow for an additional 150 assessment hours at the CoC's most heavily utilized Access Points, expand the network of urban/suburban Access Points, introduce CE navigation, expand CE to under-served rural and tribal communities, and expand the breadth of mainstream services for which participants are screened and to which they are referred.

Community assessors facilitate CE at stationary and mobile Access Points. The City's current Mobile Access Point conducts assessments in urban areas currently unserved by the CE system. Through this project, the County will begin providing comparable services in tribal and rural communities while also recruiting additional Access Points in these under-served communities. Each assessment begins with a brief triage and diversion screening through which assessors determine eligibility for various housing and service programs and gather information to determine the most appropriate assessment approach. Based on screening results, assessors provide brief case management, housing/counseling services, and mainstream service referral to divert less vulnerable people from the homeless response system or complete the appropriate VI-SPDAT assessment, referring the households to homelessness prevention, supportive housing for people experiencing homelessness, and/or behavioral health housing resources, as well as mainstream services for which they are eligible.

Assessors assist each household to develop a housing and service plan and coordinate access to other service systems (e.g. Veteran, DV, RHY, public housing, mainstream benefits, local support services). Based on individual needs, assessors facilitate safety planning and coordinate linkage to emergency services. Navigators are assigned to coordinate engagement and provide light-touch case management assisting households awaiting housing referral to obtain legal, identity, disability, and other documents; obtain mainstream services; expedite move-in; and address safety challenges until permanent housing is secured. CE partners meet bi-weekly (2x/month) to coordinate services, receive training, conduct on-going process evaluation and system improvements, and participate in CoC case conferencing.

2. For each primary project location or structure in the project, enter the number of days from the execution of the grant agreement that each of the following milestones will occur as related to CoC Program funds requested in this project application. If a milestone is not applicable, leave the associated fields blank. If the project has only one location or structure, or no structures, complete only column A. If multiple structures, complete one column for each structure.

Note: To expend funds within statutorily required deadlines, project applicants must be able to begin assistance within 12 months of conditional award. The one exception is for applicants who are conditionally awarded sponsor-based and project-based rental assistance. These conditional award recipients will have 24 months to execute a grant agreement; however, HUD encourages all recipients conditionally awarded funds to begin assistance within 12 months. The estimated schedule should reflect these statutorily required deadlines.

Project Milestones	Days from Execution of Grant Agreement	Days from Execution of Grant Agreement	Days from Execution of Grant Agreement	Days from Execution of Grant Agreement
	A	B	C	D
New project staff hired, or other project expenses begin?	90	90	90	90
Participant enrollment in project begins?	30	30	30	30
Participants begin to occupy leased units or structure(s), and supportive services begin?				
Leased or rental assistance units or structure, and supportive services near 100% capacity?				
Closing on purchase of land, structure(s), or execution of structure lease?				
Rehabilitation started?				
Rehabilitation completed?				
New construction started?				
New construction completed?				

*** 3. Please identify the project's specific population focus.**

(Select ALL that apply)

Chronic Homeless	<input checked="" type="checkbox"/>	Domestic Violence	<input checked="" type="checkbox"/>
Veterans	<input checked="" type="checkbox"/>	Substance Abuse	<input checked="" type="checkbox"/>
Youth (under 25)	<input checked="" type="checkbox"/>	Mental Illness	<input checked="" type="checkbox"/>
Families	<input checked="" type="checkbox"/>	HIV/AIDS	<input checked="" type="checkbox"/>
		Other (Click 'Save' to update)	<input type="checkbox"/>

4. Please select the type of SSO project: Coordinated Entry

4a. Will the coordinated entry process funded in part by this grant cover the CoC's entire geographic area? Yes

4b. Will the coordinated entry process funded in part by this grant be easily accessible? Yes

4c. Describe the advertisement strategy for the coordinated entry process and how it is designed to reach those with the highest barriers to accessing assistance.

CE advertising is administered by the City of Tucson under the guiding oversight of the TPCB Board Chair. The CE system uses a multi-pronged advertising and marketing strategy which includes: multi-lingual flyers and resource guides, public presentations, web promotions, radio, public transit, and community outreach.

Flyers and Resource Guides: Flyers are produced in English and Spanish, the most commonly used languages in the region and distributed to providers throughout the CoC as well as emergency shelter, physical and behavioral health care, substance abuse treatment, education, employment, mainstream resource, youth center, community center, elder, and faith-based programs, as well as a variety of government agencies, public libraries, and other areas frequented by people experiencing or at risk of homelessness. TPCB produces three resource guides which are distributed to the same locations identified above, as well as to local courtrooms, public health facilities, and street outreach teams. These include the community-wide Need Help Guide of homeless assistance resources and CE locations, the Youth Need Help Guide which identifies general services and youth-specific resources, and the Guidelines to Getting Out, a booklet of resources and strategies for achieving post-release housing stability. Guides are printed in English/Spanish and available in large print format.

Public Presentations and Community Outreach: City and County staff conduct public presentations to law enforcement, healthcare workers, social service agencies, public officials, and people experiencing homelessness throughout the year. Staff participate in a variety community events and resource fairs, often administering CE assessment on-site. Street outreach teams share CE information and link people encountered to Access Points or deliver CE services on the streets when trained as Mobile Access Points.

Radio: TPCB has produced public service announcements in English and Spanish; a targeted English-language version is currently being produced with a local Native American speaker for targeted distribution the area's four tribal radio stations. Radio PSAs are distributed broadly but intentionally targeted to stations most commonly listened to by Black/African American, Hispanic/Latinx, and Native American audiences, community segments which local equity analysis has indicated experience disproportionate rates of homelessness and inequitable access to housing and services.

Web: The TPCH website is ADA WCAG 2.1 compliant and contains detailed CE information. The site is translated into the 11 languages most commonly spoken by people with limited English proficiency in the region. The site has undergone SEO to ensure high ranking in relevant Google searches and TPCH advertises CE through social media platforms reaching more than 20,000 targeted viewers monthly.

Public Transit: CE advertising is displayed on SunTran buses serving low-income riders throughout Tucson and neighboring municipalities.

This multi-pronged approach reaches people in need of assistance where they are and affirmatively markets the CE system and fair housing options to vulnerable youth, families, and single adults throughout the geographic coverage area. Advertising messages concurrently target CE services in the areas where people commonly access other social services, as well as through mainstream methods to reach people not already connected to community services. Targeted advertising is used to reach disproportionately impacted communities of color, people with limited English proficiency, LGBTQ+ communities, victims of domestic abuse and human trafficking, and other vulnerable subpopulations.

4d. Does the coordinated entry process use a comprehensive, standardized assessment process? Yes

4e. Describe the referral process and how the coordinated entry process ensures that participants are directed to appropriate housing and/or services.

As previously described, the CE process begins with an initial triage screening that establishes preliminary eligibility for a variety of Federal, State, and locally supported housing resources and service programs. Based on the initial screening, households requesting assistance are guided through one of three standardized approaches: 1) diversion from the homeless response system if self-resolution or mainstream resource assistance is possible, 2) completion of the Prevention VI-SPDAT and placement on the local Prevention By Name List, 3) completion of the Transition Age Youth, Family, or Individual VI-SPDAT and referral to the CE By Name List and/or the Medicaid-funded housing By Name List. Regardless of which assessment outcome occurs, individuals and families in need of crisis housing and/or other emergency services (DV shelter, Safe Haven, Medical Respite, etc.) are assisted to access those services during their session with the CE Assessor and all participants received coordinated service linkages to mainstream benefits and local support service programs for which they are eligible.

Diversion: If a household appears able to self-resolve, to regain housing stability with brief interventions (e.g. rapid exit shelter, eviction prevention/utility assistance), or can be immediately linked to public housing and Section 8 voucher programs, the household assisted to re-stabilize and is diverted from the homeless response system through case management, housing counseling, and coordinated service referrals.

Prevention VI-SPDAT: Households which require homelessness prevention interventions to avoid foreclosure, eviction, utility disconnection, and/or to resolve other financial crises that threaten housing stability are referred to the community's Prevention By Name List through which the most vulnerable families are prioritized for ESG, State, local, and philanthropic prevention services. These households receive brief case management, housing counseling, and coordinated service referrals at the Access Point and may be referred to a CE Navigator to coordinate services until stability is regained.

VI-SPDAT: Unaccompanied youth, families, and single adults including Veterans, and others are referred to the By Name List and prioritized according to their vulnerability score and CoC-approved prioritization guidelines. Households expected for housing placement within 30-60 days based on anticipated bed capacity will be connected to a CE Navigator who will coordinate utilization of coordinated service referrals (mainstream, local), link the household to appropriate emergency services as needed, and assist in preparing for housing placement by helping household members locate or obtain needed legal, identity, disability, rental, and credit history documents.

Victims of Crime: Victims of domestic violence, dating violence, sexual abuse, or stalking are able to participate in CE using an anonymous numeric identifier which is known only to the victim-service provider making the CE referral. When a victim of crime is referred to housing program by a traditional Access Point, they are immediately linked to the local 24-hour DV hotline for crisis assessment and either transported to the DV Shelter/Access Point for completion of the CE Assessment (if safety is a risk), or complete a referral at the Access Point at which they are located. All CoC agencies and CE staff participate in annual domestic violence training and receive individual technical assistance to ensure their ability to provide safe, supportive housing for victims of crime.

Referrals to housing programs are made by the HMIS Lead using the By Name List according to locally-approved prioritization standards and assessment scores. Case Conferencing occurs bi-weekly through which participating agencies are able to arrange housing placements, expedite referral, and match CE participants with the most appropriate housing solutions. Households that are unable to be located are placed on an outreach list posted within the HMIS bi-weekly and used by local outreach teams to locate and link referred individuals and families to the housing program.

4f. If the coordinated entry process includes differences in the access, entry, assessment, or referral for certain populations, are those differences limited only to the following five groups: Chronically Homeless, Individuals, Families, Youth, and Persons At Risk of Homelessness?

Yes

4g. This Coordinated Entry project will refer persons experiencing homelessness to projects that specifically coordinates and

X

**integrates mainstream health, social services,
and employment programs to project
participants for which they may be eligible?**

☐

3C. Project Expansion Information

1. Is this New project application requesting a "Project Expansion" of an eligible renewal project of the same component type? No

6A. Funding Request

1. Will it be feasible for the project to be under grant agreement by September 30, 2021? Yes

2. What type of CoC funding is this project applying for in the 2019 CoC Competition? Reallocation

3. Does this project propose to allocate funds according to an indirect cost rate? No

4. Select a grant term: 1 Year

*** 5. Select the costs for which funding is being requested:**

Supportive Services ☒

6. If awarded, will this project require an initial grant term greater than 12 months? No

6F. Supportive Services Budget

A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs	2.45 FTE salary and fringe benefits to administer CE assessments through stationary and mobile access points @ average cost of \$38,737/FTE + 30% ERE. Telecommunications, occupancy, and supply costs estimated at \$3,600 for project coordinator.	\$126,977
2. Assistance with Moving Costs		
3. Case Management	1.8 FTE salary and fringe benefits to provide brief housing planning case management and link households to available resources @ average cost of \$38,737/FTE + 30% ERE.	\$91,226
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services	1.35 FTE salary and fringe benefits to provide housing counseling and diversion services @ average cost of \$38,737/FTE + 30% ERE.	\$67,873
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services	.65 FTE salary and fringe benefits to conduct urban, tribal and rural outreach @ average cost of \$38,737/FTE + 30% ERE. Bus advertising and marketing printing @ \$3,238/quarter.	\$45,687
14. Substance Abuse Treatment Services		
15. Transportation	Staff mileage at approximately 1,000 miles/month for outreach, navigation, assessment, and service coordination @ Federal rate of \$0.58/mile.	\$6,960
16. Utility Deposits		
17. Operating Costs		
Total Annual Assistance Requested		\$338,723
Grant Term		1 Year
Total Request for Grant Term		\$338,723

Click the 'Save' button to automatically calculate totals.

6I. Sources of Match

The following list summarizes the funds that will be used as Match for the project. To add a Matching source to the list, select the icon. To view or update a Matching source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$93,150
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$93,150

1. Will this project generate program income as described in 24 CFR 578.97 that will be used as Match for this grant? No

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	Cash	Private	Old Pueblo Commun...	08/16/2019	\$5,775
Yes	Cash	Government	City of Tucson (ESG)	08/19/2019	\$53,250
Yes	Cash	Government	Our Family Services	08/16/2019	\$5,775
Yes	Cash	Private	Interfaith Commun...	08/16/2019	\$5,775
Yes	Cash	Government	Primavera Foundation	08/16/2019	\$5,775
Yes	Cash	Private	Salvation Army	08/20/2019	\$5,775
Yes	Cash	Government	Pima County	08/19/2019	\$11,025

Sources of Match Detail

1. Will this commitment be used towards match ? Yes
2. Type of commitment: Cash
3. Type of source: Private
4. Name the source of the commitment: Old Pueblo Community Services
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 08/16/2019
6. Value of Written Commitment: \$5,775

Sources of Match Detail

1. Will this commitment be used towards match ? Yes
2. Type of commitment: Cash
3. Type of source: Government
4. Name the source of the commitment: City of Tucson (ESG)
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 08/19/2019
6. Value of Written Commitment: \$53,250

Sources of Match Detail

1. Will this commitment be used towards match ? Yes
2. Type of commitment: Cash
3. Type of source: Government
4. Name the source of the commitment: Our Family Services

(Be as specific as possible and include the
office or grant program as applicable)

5. Date of Written Commitment: 08/16/2019

6. Value of Written Commitment: \$5,775

Sources of Match Detail

1. Will this commitment be used towards match ? Yes

2. Type of commitment: Cash

3. Type of source: Private

4. Name the source of the commitment: Interfaith Community Services
(Be as specific as possible and include the
office or grant program as applicable)

5. Date of Written Commitment: 08/16/2019

6. Value of Written Commitment: \$5,775

Sources of Match Detail

1. Will this commitment be used towards match ? Yes

2. Type of commitment: Cash

3. Type of source: Government

4. Name the source of the commitment: Primavera Foundation
(Be as specific as possible and include the
office or grant program as applicable)

5. Date of Written Commitment: 08/16/2019

6. Value of Written Commitment: \$5,775

Sources of Match Detail

1. Will this commitment be used towards match ? Yes
2. Type of commitment: Cash
3. Type of source: Private
4. Name the source of the commitment: Salvation Army
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 08/20/2019
6. Value of Written Commitment: \$5,775

Sources of Match Detail

1. Will this commitment be used towards match ? Yes
2. Type of commitment: Cash
3. Type of source: Government
4. Name the source of the commitment: Pima County
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 08/19/2019
6. Value of Written Commitment: \$11,025

6J. Summary Budget

The following information summarizes the funding request for the total term of the project. However, administrative costs can be entered in 8. Admin field below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Acquisition			\$0
1b. Rehabilitation			\$0
1c. New Construction			\$0
2a. Leased Units	\$0	1 Year	\$0
2b. Leased Structures	\$0	1 Year	\$0
3. Rental Assistance	\$0	1 Year	\$0
4. Supportive Services	\$338,723	1 Year	\$338,723
5. Operating	\$0	1 Year	\$0
6. HMIS	\$0	1 Year	\$0
7. Sub-total Costs Requested			\$338,723
8. Admin (Up to 10%)			\$33,872
9. Total Assistance Plus Admin Requested			\$372,595
10. Cash Match			\$93,150
11. In-Kind Match			\$0
12. Total Match			\$93,150
13. Total Budget			\$465,745

Click the 'Save' button to automatically calculate totals.

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	Subrecipient 501c...	08/20/2019
3) Other Attachment(s)	No	Subrecipient Indi...	08/20/2019
2) Other Attachment(s)	No	FY19 Match Commit...	08/20/2019

Attachment Details

Document Description: Subrecipient 501c3 Letters

Attachment Details

Document Description: Subrecipient Indirect Cost Agreements

Attachment Details

Document Description: FY19 Match Commitment Letters

7D. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR part 578 or 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

15-Year Operation Rule.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

Applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provide

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official: Liz Morales

Date: 09/21/2019

Title: Director

Applicant Organization: City of Tucson

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am

X

aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

☐

Active SAM Status Requirement.

I certify that our organization has an active System for Award Management (SAM) registration as required by 2 CFR 200.300(b) at the time of project application submission to HUD and will ensure this SAM registration will be renewed annually to meet this requirement.

☒

8B. Submission Summary

Applicant must click the submit button once all forms have a status of Complete.

Page	Last Updated
1A. SF-424 Application Type	No Input Required
1B. SF-424 Legal Applicant	No Input Required
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	08/20/2019
1E. SF-424 Compliance	08/03/2019
1F. SF-424 Declaration	08/03/2019

New Project Application FY2019	Page 51	09/24/2019
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1G. HUD 2880	08/03/2019
1H. HUD 50070	08/03/2019
1I. Cert. Lobbying	08/03/2019
1J. SF-LLL	08/17/2019
2A. Subrecipients	08/20/2019
2B. Experience	08/20/2019
3A. Project Detail	08/03/2019
3B. Description	09/21/2019
3C. Expansion	08/03/2019
6A. Funding Request	08/17/2019
6F. Supp Srvcs Budget	08/20/2019
6I. Match	08/17/2019
6J. Summary Budget	No Input Required
7A. Attachment(s)	08/20/2019
7D. Certification	08/17/2019

ATLANTA GA 39901-0001

Application ID#17SR192744

In reply refer to: 0752153593
Jan. 25, 2017 LTR 4168C 0
86-0520997 000000 00
00015286
BODC: TE

INTERFAITH COMMUNITY SERVICES
2820 W INA RD
TUCSON AZ 85741-2502



028245

Employer ID Number: 86-0520997
Form 990 required: YES

Dear INTERFAITH COMMUNITY SERVICES:

This is in response to your request dated Jan. 12, 2017, regarding your tax-exempt status.

We issued you a determination letter in February 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

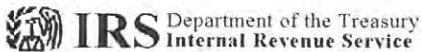
0752153593
Jan. 25, 2017 LTR 4168C 0
86-0520997 000000 00
00015287

INTERFAITH COMMUNITY SERVICES
2820 W INA RD
TUCSON AZ 85741-2502

Sincerely yours,

A handwritten signature in black ink, appearing to read "Teri M. Johnson". The signature is fluid and cursive, with the first name "Teri" being more prominent.

Teri M. Johnson
Operations Manager, AM Ops. 3



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752857502
Mar. 20, 2017 LTR 4168C 0
86-0836556 000000 00
00019169
BODC: TE

OLD PUEBLO COMMUNITY SERVICES
4501 E 5TH STREET
TUCSON AZ 85711-7015



052805

Employer ID Number: 86-0836556
Form 990 required: YES

Dear OLD PUEBLO COMMUNITY SERVICES:

This is in response to your request dated Mar. 09, 2017, regarding your tax-exempt status.

We issued you a determination letter in March 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0752857502
Mar. 20, 2017 LTR 4168C 0
86-0836556 000000 00
00019170

OLD PUEBLO COMMUNITY SERVICES
4501 E 5TH STREET
TUCSON AZ 85711-7015

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Teri M. Johnson".

Teri M. Johnson
Operations Manager, AM Ops. 3



Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

In reply refer to: 0752484920
Feb. 07, 2019 LTR 4168C 0
94-1156347 000000 00
00003933
BODC: TE

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% TERRY O HUGHES
30840 HAWTHORNE BLVD
RCH PALOS VRD CA 90275-5301

020350

Employer ID number: 94-1156347
Form 990 required: NO

Dear The Salvation Army Territorial:

We're responding to your request dated Jan. 20, 2019, about your tax-exempt status.

We issued you a determination letter in June, 2011, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(i).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0752484920
Feb. 07, 2019 LTR 4168C 0
94-1156347 000000 00
00003934

THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% TERRY O HUGHES
30840 HAWTHORNE BLVD
RCH PALOS VRD CA 90275-5301

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164798
Feb. 19, 2014 LTR 4168C 0
94-2598560 000000 00
00018362
BODC: TE

OUR FAMILY SERVICES INC
3830 E BELLEVUE ST
TUCSON AZ 85716



021350

Employer Identification Number: 94-2598560
Person to Contact: Mr Bayer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 07, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1979.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill

Susan M. O'Neill, Department Mgr.
Accounts Management Operations



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248153327
Jan. 18, 2013 LTR 4168C E0
86-0733182 000000 00

00015223

BODC: TE

THE PRIMAVERA FOUNDATION INC
% FINANCE
151 W 40TH STREET
TUCSON AZ 85713-3994



022601

Employer Identification Number: 86-0733182
Person to Contact: Ms. Espelage
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 09, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1995.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

UPDATED LETTER OF EXEMPTION

Date: APR 08 2004

THE PRIMAVERA FOUNDATION, INC.
702 SOUTH SIXTH AVE.
TUCSON, AZ 85701-5868

Employer Identification Number:
86-0733182

DLN:
504092043

Contact Person:

B.J. ANDUJAR

ID# 75892

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30

Form 990 Required:
Yes

Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

THE PRIMAVERA FOUNDATION, INC.

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

THE PRIMAVERA FOUNDATION, INC.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois Lerner

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
Washington, DC 20420

INDIRECT COST RATE AGREEMENT
NONPROFIT ORGANIZATION

ORGANIZATION:

Old Pueblo Community Services, Inc.
4501 East 5th Street #1
Tucson, AZ. 85711

DATE: October 17, 2018

The rate approved in this Agreement are for use on grants, contracts, and other agreements with the Federal Government to which OMB Circular No. A-122 applies, subject to the conditions below in Section III, A. The rates were negotiated by Old Pueblo Community Services, Inc. and the U.S. Department of Veterans Affairs in accordance with the authority contained in 2 CFR Part 230, Attachment A, Section E.2 (a), of the Circular.

SECTION I: INDIRECT COST RATE(S)

<u>EFFECTIVE PERIOD</u>					
<u>POOL</u>	<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>APPLICABLE TO</u>
Indirect Costs	Provisional	1/1/2019	12/31/2019	39.64%	All Federal Awards

BASE:

Total allowable direct costs.

POOL:

General administrative and general expenses, and all costs jointly shared as detailed in cost allocation plan.

SECTION II: OTHER

A. LIMITATIONS: Use of the rate(s) contained in this Agreement are subject to all statutory or administrative limitations and are applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:

- (1) that no costs other than those incurred by the organization were included in its indirect cost pool(s) as finally accepted and that such incurred costs are legal obligations of the organization and allowable under the governing cost principles,

- (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs,
- (3) that similar types of costs have been accorded consistent treatment, and
- (4) that the information provided by the organization, which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

The elements of an indirect cost pool(s) and the type of distribution base(s) used in computing provisional rates are subject to revision when final rates are negotiated. Also, the rates cited in this Agreement are subject to audit.

B. CHANGES: The organization is required to provide written notification to the indirect cost negotiator prior to implementing any changes which could affect the applicability of the approved rates. Changes in the indirect cost recovery plan, which may result from changes such as the method of accounting or organizational structure, require the prior written approval of the U.S. Department of Veterans Affairs. Failure to obtain such prior written approval may result in cost disallowance.

C. NOTIFICATION TO FEDERAL AGENCIES: A copy of this document is to be provided by this organization to other Federal funding sources as a means of notifying them of the Agreement contained herein.

D. PROVISIONAL-FINAL RATES: The organization must submit a proposal to establish a final rate within six months after their fiscal year end. Billings and charges to Federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not cover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency. Indirect costs allocable to a particular award or other cost objective may not be shifted to other Federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.

E. SPECIAL REMARKS:

- (1) Indirect costs charged to Federal awards by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate(s) cited herein and be applied to the appropriate base to identify the proper amount of indirect costs allocable to the award.
- (2) Awards providing for ceilings as to the indirect cost rate(s) or amount(s) which are indicated in Section I above, will be subject to the ceilings stipulated in the award agreements. The ceiling rate or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the award.

ACCEPTANCE

BY THE ORGANIZATION:

BY THE COGNIZANT AGENCY ON BEHALF
OF THE FEDERAL GOVERNMENT:

Old Pueblo Community Services Inc.
(Organization Name)

Department of Veterans Affairs
(Government Agency)



(Signature)

JEFFERY L.
QUARLES
236400

Digitally signed by
JEFFERY L. QUARLES
236400
Date: 2018.10.17 12:21:59
-04'00'

(Signature)

Tom Litwicks
(Name)

Jeffery L. Quarles
(Name)

CEO

(Title)

Director - Grant Per Diem Program
(Title)

11/9/18

(Date)

October 17, 2018
(Date)

NONPROFIT RATE AGREEMENT

EIN: 94-2598560

DATE: 04/17/2019

ORGANIZATION:

FILING REF.: The preceding
agreement was dated
01/10/2018

Our Family Services
2590 N. Alvernon Way
Tucson, AZ 85712

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	07/01/2017	06/30/2018	18.10	All	All Programs
PROV.	07/01/2018	06/30/2021	18.10	All	All Programs

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment, alterations and renovations), food, rental assistance, and that portion of each subaward in excess of \$25,000.

ORGANIZATION: Our Family Services

AGREEMENT DATE: 4/17/2019

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

DEFINITION OF EQUIPMENT

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$1,000.

The following fringe benefits are treated as direct costs:
FICA, SUI, WORKERS COMPENSATION, HEALTH/DENTAL INSURANCE, AND MEDICARE.

NEXT PROPOSAL DUE DATE

A proposal based on actual costs for fiscal year ending 06/30/19, will be due no later than 12/31/19.

NONPROFIT RATE AGREEMENT

EIN:

DATE:10/14/2016

ORGANIZATION:

FILING REF.: The preceding
agreement was dated
04/30/2013

Salvation Army Western Territory

180 East Ocean Blvd.

Long Beach, CA 90802-4709

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	10/01/2015	09/30/2018	23.20	All	All Programs
PROV.	10/01/2018	09/30/2020	23.20	All	All Programs

*BASE

Total direct costs excluding capital expenditures (building, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000.

ORGANIZATION: Salvation Army Western Territory
AGREEMENT DATE: 10/14/2016

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed below.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

DEFINITION OF EQUIPMENT

Equipment is defined as tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

The following fringe benefits are treated as direct costs:

FICA TAXES, WORKERS COMPENSATION, HEALTH INSURANCE, UNEMPLOYMENT INSURANCE, AND RETIREMENT.

NEXT PROPOSAL DUE DATE

A proposal based on actual costs for fiscal year ending 09/30/17, will be due no later than 03/31/18.

ORGANIZATION: Salvation Army Western Territory

AGREEMENT DATE: 10/14/2016

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Salvation Army Western Territory

(INSTITUTION)

(SIGNATURE)

TOM MELOTT

(NAME)

TERRITORIAL FINANCE DIRECTOR

(TITLE)

(DATE)

10/19/2016

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -A

Digitally signed by Arif M. Karim -A
DN: cn=US, o=U.S. Government, ou=HHS, ou=OSC,
ou=People, c=US, email=Arif.M. Karim -A,
0.9.2342.1.9200106.100.1.1=200912295
Date: 2016.10.19.12.44:07 -0500

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

10/14/2016

(DATE) 0077

HHS REPRESENTATIVE:

Robert Lee

Telephone:

(415) 437-7820



CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND COMMUNITY DEVELOPMENT

August 19, 2019

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
One Sansome Street #1200
San Francisco, California 94104

Subject: Match Commitment for Tucson/Pima County Coordinated Entry Project

City of Tucson Housing and Community Development Department will allocate \$53,250 in matching funds for the FY 2019 Continuum of Care new project application for the Tucson/Pima County Coordinated Entry Project. Match is committed as follow:

Source of Commitment: City of Tucson Emergency Solutions Grant Funds

Value of Written Commitment: \$53,250

Type of Commitment: Cash

Eligible Costs: Outreach/navigation staff salary, fringe benefits, and allocated administrative costs.

These funds will be available for a period of one year beginning July 1, 2020.

Regards,

Glenn Moyer
Administrator
Planning and Community Development



August 20, 2019

U.S. Department of Housing & Urban Development
600 Harrison Street, 3rd Floor
San Francisco, CA 94107

Subject: TPCH Coordinated Entry SSO grant match

Pima County will provide \$11,050 in match funding for the TPCH Coordinated Entry SSO grant. The source of match funds is Pima County general funds.

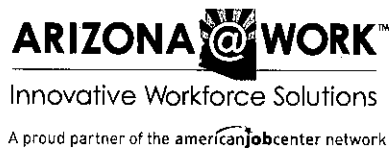
These funds will be available for the 1 year period of this grant.

If you have questions regarding this matter, please call me at (520)724-7312.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenifer Darland". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jenifer Darland
Program Manager





8/16/19

Re: FY 2019 Match Commitment for Tucson/Pima Coordinated Entry Project

To Whom It May Concern:

Interfaith Community Services commits \$5,775 in matching funds toward the City of Tucson's Fiscal Year 2019 application for Continuum of Care funds for the Tucson/Pima Coordinated Entry Project. Matching funds will be made available for a period of one year beginning July 1, 2019.

Match Source 1: Partner Faith Communities

Matching Funds Committed: \$5,775

Type of Match: Cash

Source: Private

Use: Salaries & Benefits

Respectfully,

A handwritten signature in blue ink that reads "Tom McKinney".

Tom McKinney
Chief Executive Officer
Interfaith Community Services



OLD PUEBLO COMMUNITY SERVICES

Opening doors to housing and recovery.

helptucson.org (520) 546-0122 4501 E. 5th Street, Tucson, AZ 85711

August 16, 2019

Subject: FY2019 Match – Access Point

To Whom It May Concern:

Old Pueblo Community Services commits \$5,775 cash for the total match towards the fiscal year FY2019 Access Point.

The source of the match (\$9,157) is the OPCS federally approved indirect cost rate (39.64%). We will use \$5,775 which is 25% of the matched funds related to this grant.

The match/leverage will be available for 1-year starting the first day of the grant term in 2020.

Date of written Commitment: 07/01/2020

Value of written Commitment: \$ 5,775

These funds will be available: July 1, 2020 for the 1-year period of the grant. If you have any questions regarding this matter, please call me at (520) 437-3601.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tom Litwicki', with a long horizontal flourish extending to the right.

Tom Litwicki, CEO
Old Pueblo Community Services

August 16, 2019

Re: FY 2019 Match Commitment for Tucson/Pima Coordinated Entry Project

To Whom It May Concern:

Our Family Services commits \$5,775 in matching funds toward the City of Tucson's Fiscal Year 2019 application for Continuum of Care funds for the Tucson/Pima Coordinated Entry Project. Matching funds will be made available for a period of one year beginning July 1, 2019.

Match Source: HHS Administration on Children, Youth & Families (Street Outreach Program)

Matching Funds Committed: \$5,775

Type of Match: Cash

Source: Government

Use: Community-based outreach, assessment, navigation and coordinated entry support.

Respectfully,



Beth Morrison
Chief Executive Officer



PRIMAVERA
FOUNDATION

PROVIDING
PATHWAYS
OUT OF POVERTY

151 W. 40TH STREET
TUCSON, AZ 85713
520-882-5383
WWW.PRIMAVERA.ORG

August 16, 2019

RE: FY 2019 Match Commitment for Tucson/Pima Coordinated Entry Project

To Whom It May Concern:

The Primavera Foundation is pleased to be part of the collaborative effort to increase the impact of our Coordinated Entry System in Pima County. Beginning July 1, 2020, Primavera is committed to expanding access to our service as a Community Access Point for the Coordinated Entry System.

The Primavera Foundation commits \$5,775 in matching funds toward the City of Tucson's Fiscal Year 2019 application for Continuum of Care funds for the Tucson/Pima Coordinated Entry Project. Matching funds will be made available for a period of one year beginning July 1, 2020.

Match Source: Arizona Department of Economic Security (Homeless Assistance Funds)

Matching Funds Committed: \$5,775

Type of Match: Cash

Source: Government

Use: Personnel costs and employee related expenses for program staff

For your information, Primavera's Tax ID number is 86-0733182 and our DUNS number is 148847700.

Please contact me if you need any additional information.

Sincerely,

Beth A. Carey
Chief Operating Officer



DOING THE MOST GOOD®

William Booth
Founder

André Cox
General

Kenneth G. Hodder
Territorial Commander

Kelly Pontsler
Divisional Commander

August 19, 2019

Re: FY 2019 Match Commitment for Tucson/Pima Coordinated Entry Project

To Whom It May Concern:

Organization commits \$5,775 in matching funds toward the City of Tucson's Fiscal Year 2019 application for Continuum of Care funds for the Tucson/Pima Coordinated Entry Project. Matching funds will be made available for a period of one year beginning July 1, 2019.

Match Source 1: Identify	TSA private/philanthropic funds
Matching Funds Committed: Amount	\$4,004
Type of Match: Cash/In-Kind	Cash
Source: Private/Government	Private
Use: Eligible costs	Match un-recovered amount of indirect costs

Match Source 2 (if applicable): Identify	TSA private/philanthropic funds
Matching Funds Committed: Amount	\$1,771
Type of Match: Cash/In-Kind	Cash
Source: Private/Government	Private
Use: Eligible costs	Assessor salary and fringe benefits

Respectfully,

Bev Elwell
Southwest Divisional Finance Director
The Salvation Army

**TUCSON PIMA COLLABORATION TO END HOMELESSNESS
COC PROGRAM WRITTEN STANDARDS**

Adopted April 28, 2015, Amended Jan. 26, 2016, June 28, 2016 and May 11, 2017; Dec. 18, 2018; Feb. 26, 2019;
June 26, 2019

Introduction & Purpose
Key Terms
General Policies
Performance Standards
Prioritization for HUD-VASH Housing
Permanent Supportive Housing
Rapid Rehousing
Transitional Housing
Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification)
Appendices

INTRODUCTION & PURPOSE

Tucson Pima Collaboration to End Homelessness (TPCH) has established written standards that encompass local community needs and follow guidelines set forth by the Department Housing and Urban Development (HUD) and comply with requirements established by law and HUD Notice. These written standards are developed to ensure people within this community who are experiencing homelessness are prioritized and provided with the most appropriate housing and services to meet their needs.

These written standards are reviewed and adjusted at least annually. Changes to priorities may supersede this notice if voted on by the TPCH Board of Directors (for example; a surge in prioritizing veterans). Further requirements are detailed in TPCH Policy and Procedure documents.

These written standards are developed in coordination with recipients of Emergency Solutions Grants program funds to achieve the following:

- Create and maintain a centralized or coordinated entry system that provides an initial, comprehensive assessment of the needs of families and individuals for housing and services
- Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive transitional housing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive rapid rehousing assistance.
- Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance.
- Policies and procedures for determining and prioritizing which eligible families and individuals will receive permanent supportive housing assistance

KEY TERMS

Beds

A bed is each assigned spot in a housing program for a person; not literally a bed. If there are three people in a household, regardless of their sleeping arrangements, the household has three beds.

Client-Centered

Client-centered (or person-centered) services are designed and delivered based on the specific needs and wants of each family or individual as they perceive those needs and wants rather than as required or delivered by the service provider based on a schedule, program participation, or the providers' perception. A client-centered service delivery process involves mutual discussion and decision-making on what steps are needed for client stability and when and how to take those steps. For example, client-centered service could include, but not be limited to, determining a family's preferences and helping them find housing that is not just to their needs and liking, but also near a particular school.

Chronically Homeless

An individual or family is chronically homeless when the person or head of household (adult or minor) meets all three criteria established as the final rule for 24 CFR Parts 91 and 578 as amended December 4, 2015. The three criteria are that the person/family:

- Has a qualifying disability (a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability)
- Is literally homeless (at the time of eligibility assessment for a specific project opening)
- Has at least 12 months of homelessness from one of the below avenues:
 - The current episode of homeless has lasted at least the past 365 nights, including the night before assessment, without breaks in homelessness.
 - Having four episodes, or more, of homelessness within the past three years up to and including the date of assessment. These episodes, when added together, total 365 nights or more of literal homelessness. Also, each break in homelessness must have lasted at least seven (7) consecutive nights.
 - Both the cumulative nights and four or greater episodes criteria must be met. Fewer than four episodes in three years – even if homeless nights add up to 12 or more months – will not qualify the person/family as chronically homeless. Greater than four episodes in three years will not suffice if the total nights homeless are under 365.

Equal Access:

This community provides equal access to all programs and activities, regardless of (actual or perceived) sexual orientation, gender identity, marital status, race, color, national origin, religion, sex, familial status, disability, or any other protected class as identified by Federal or Local law.

This community houses people based on the gender they identify as, without requesting documentation to validate their report. This community recognizes the HUD Final Rule and all amendments published 2/3/2012, 9/21/16 and the Notice on Equal Access Regardless of Sexual Orientation, Gender Identity, or Marital Status for HUD's CPD Programs.

Gender Identity

This is defined as a person's concept of oneself as male, female, both or neither. Gender identity may or may not align with the "sex" or "gender" described on an individual's birth certificate or other identity documents.

Homeless

HUD classifies homelessness into categories, or levels, of homelessness. These include literally homeless, imminent risk of homelessness and chronically homeless and are detailed in the Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification) section of this document.

Unsheltered: People are considered homeless, and unsheltered, when they are living in places not meant for human habitation.

Sheltered: People are considered homeless, yet sheltered, when they are staying in places meant for human habitation, emergency shelters, transitional housing, or facing imminent homelessness.

Housing First

Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements. Rapid placement and stabilization in permanent housing are primary goals. Service participation is not required for continued tenancy. Projects that use a Housing First approach promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, yet offer assertive engagement in support and treatment options to the participants who are housed.

LGBTQ

This is an acronym for "lesbian, gay, bisexual, transgender or transsexual, questioning or queer." It is intended to emphasize a diversity of sexuality and gender identities, including identities that do not fall within the binary of "male" and "female," and may be used to refer to anyone who self-identifies as non-heterosexual.

Permanent Supportive Housing (PSH)

Permanent Supportive Housing is rental assistance with supportive services without a designated length of stay to assist homeless persons with a disability to live independently and achieve housing stability.

Rapid Rehousing (RRH)

Rapid Rehousing Assistance is client-centered housing relocation and stabilization services with short and/or long-term rental assistance. RRH helps an individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Safe Haven

A Safe Haven is a temporary supportive housing program that serves hard-to-reach literally homeless persons with severe mental illness who come primarily from the streets and have been unable or unwilling to participate in housing or supportive services. These facilities allow 24-hour residence for an unspecified duration, have private or semi-private accommodations, and provide access to needed, but not required, services in a low demand facility.

Severity of Service Needs

TPCH classifies service needs into four categories; Severe, High, Moderate and Low. Families and Individuals are classified via the SPDAT score indicates which level of service needs the individual or family will be classified as.

	VI SPDAT			Full SPDAT	
	Individuals	Youth	Families	Individuals/Youth	Families
Severe Service Needs	12-17	12-17	12-22	45-60	66-80
High Service Needs	8-11	8-11	9-11	35-44	54-65
Moderate Service Needs	4-7	4-7	4-8	20-34	27-53
Low Service Needs	0-3	0-3	0-3	0-19	0-26

An individual or family is considered to have a high severity of services needs when at least one of the following is true:

- History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; or
- Significant health or behavioral health challenges or functional impairments which require a significant level of support in order to maintain permanent housing.
- For youth and victims of domestic violence, there is a high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- When applicable CoC Program-funded PSH may use alternate criteria used by state Medicaid departments to identify high-need, high-cost beneficiaries.

The determination is not to be based on a specific diagnosis or disability type. The determination will not be based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements. (See 24 CRF § 5.105 (a).)

Families and individuals with low service needs will not be served in CoC-funded projects.

SPDAT (Service Prioritization Decision Assistance Tool)

The SPDAT portfolio consists of evidence-based, standardized assessment tools that allow providers to effectively assess the severity of service needs for people experiencing homelessness. TPCH utilizes SPDAT scores for prioritization of families and individuals for housing resources. The Vulnerability Index (VI) SPDAT is utilized for pre-screening families, individuals, and youth. The Full SPDAT assessment also has versions for these populations. These SPDATs are more in-depth assessments and case management tools.

Transitional Housing (TH)

Transitional housing provides homeless families and individuals with the interim stability and support to successfully move to and maintain permanent housing. Homeless persons may live in transitional housing for up to 24 months and receive support services that help them live more independently.

TPCH

Tucson Pima Collaboration to End Homelessness (TPCH) is a coalition of community and faith-based organizations, government entities, businesses, and individuals committed to the mission of ending homelessness, advocating for and addressing the issues related to homelessness in our community, and acting as the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) for the geographic area of Tucson and Pima County, Arizona.

Victim Service Provider

A victim service provider is an organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, stalking or human trafficking.

GENERAL POLICIES

Family Admission and Non-Separation
Ensuring Educational Rights
Persons Fleeing Domestic Violence
Persons Identifying as LGBTQ
Housing First

Family Admission and Non-Separation

Consistent with the CoC Program Interim Rule 578.93, neither CoC nor ESG program-funded grant recipients and subrecipients may involuntarily separate families. The age and gender of a child under age 18 will not be used as a basis for denying any family's admission to a project that receives CoC or ESG funds. The gender, sexual orientation and/or marital status of a parent or parents will also not be used as a basis for denying any family's admission to a project that receives CoC or ESG funds.

The CoC will work closely with providers to ensure that placement efforts are coordinated to avoid involuntary family separation, including referring clients for the most appropriate services and housing to match their needs. Any client who believes that they or a family member has experienced involuntary separation may report the issue to the CoC through www.tpch.net and "Contact TPCH". The CoC will investigate the claim and take appropriate remedial action.

Ensuring Educational Rights

Consistent with the CoC Program Interim Rule 578.23 and 578.93 (e), all CoC and ESG program funded recipients and subrecipients assisting families with children or unaccompanied youth must:

1. Take into account the educational needs of children when placing families in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education.
2. Inform families with children and unaccompanied youth of their educational rights, including providing written materials, provide linkage to McKinney Vento Liaisons (including assistance with enrollment if needed) as part of intake procedures.
3. Not require children and unaccompanied youth to enroll in a new school as a condition of receiving services.
4. Allow parents or the youth (if unaccompanied) to make decisions about school placement.
5. Not require children and unaccompanied youth to attend after-school or educational programs that would replace/interfere with regular day school or prohibit them from staying enrolled in their original school.
6. Post notices of educational rights at each program site that serves homeless children and families in appropriate languages.
7. Designate a staff member who will be responsible for:
 - a. ensuring that homeless children and youth in their programs are in school and are receiving all educational services to which they are entitled.
 - b. coordinating with the local McKinney Vento Educational Coordinator and Liaison, the appropriate school district, the CoC, and other mainstream providers as needed.
 - c. facilitating unaccompanied youth who have not obtained a high school diploma or certificate of General Educational Development (GED) to obtain such a credential and ensuring that unaccompanied youth are connected to appropriate services in the community.

Clients who believe that their educational rights have not been observed may report the issue to the CoC through www.tpch.net and "Contact TPCH".

Persons Fleeing Domestic Violence

Consistent with the CoC Program Interim Rule 24 CFR Part 578.5 (8), all CoC program funding recipients and subrecipients will provide safe, confidential and equal access to TPCH's "no wrong door" coordinated entry process and referrals to either

domestic violence service providers or CoC or ESG funded project recipients and subrecipients for families and individuals who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking regardless of whether or not they consent to share their data through the HMIS.

The CoC will work closely with ESG and domestic violence service providers to ensure that any individual or family fleeing as described above will have the opportunity through coordinated entry and in accordance with the CoC's Coordinated Entry Policies and Procedures to be safely, confidentially and immediately transferred to a domestic violence services provider, if desired. While domestic violence service providers do not participate in the TPCH HMIS, these providers are encouraged to obtain from their clients consent for confidential staffing (using de-identified data) and referral to housing and services from other providers through the coordinated entry as desired and needed by clients. If individuals or families fleeing domestic violence do not desire such a transfer, they may be assessed and/or undergo intake through the normal coordinated entry system.

All CoC grant recipients and subrecipients within the CoC geographic area will make all efforts to: protect the privacy and safety of domestic violence survivor; uphold client choice by presenting a range of housing and service options; and ensure that housing, once established, is not endangered because of reports of domestic violence or re-victimization. TPCH will offer staff training on dealing with those fleeing domestic violence and/or trauma informed care no less than annually.

In compliance with under §578.51 (c)(3), any program participants who have complied with all program requirements during their residence and who have been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence), if they remain in the assisted unit, and are able to document the violence and basis for their belief, may retain the rental assistance and may move to a different CoC geographic area if they move out of the assisted unit to protect their health and safety and the CoC to which they are moving did not participate in the decision to move.

For each program participant who elects to move to a different CoC due to imminent threat of further violence under §578.51 (c) (3), the CoC project in which they participated must retain:

1. Documentation of the original incidence of violence.
2. Documentation of the reasonable belief of imminent threat of further violence. This would include threats from a third party, such as a friend or family member of the perpetrator of the violence.

In either case, the documentation may be the housing or service provider's written observation; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider or other professional from whom the victim has sought assistance; medical or dental records; court or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

Persons Identifying as LGBTQ

Consistent with the CoC Program Interim Rule 578.93 (a), final rule 77 FR 21 5662 and CPD-15-02, all CoC recipients and subrecipients will make available their housing and services to families and individuals without regard to actual or perceived sexual orientation, gender identity (whether actual or perceived gender-related characteristics), or marital status. In addition, CoC and ESG program funded recipients and subrecipients will:

1. Recognize that biological sex as reported at birth may not correspond to an individual's gender identity, ask about gender identity or sexual orientation to determine eligibility if the facility to which the individual client seeks admission has shared sleeping areas or bathrooms, or to determine the number of bedrooms to which a household may be entitled.
2. Provide access to shelter and housing programs based on a person's self-identified gender, taking health and safety, and non-binary gender identity concerns into consideration.
3. Neither request documentation of a person's sex, anatomy or medical history in order to determine appropriate placement nor deny access to a single-sex emergency shelter or facility solely because the individual's identity documents indicate a sex different than the gender with which the client or potential client identifies or because his or her appearance or behavior does not conform to gender stereotypes; nor consider a person ineligible for any facility based on the factors outlined above.
4. Maintain the confidentiality of any individual's disclosure regarding their sexual orientation or gender identity; notify persons who identify as LGBTQ when and to whom that identification may be shared during referrals; and, during

- intake, inquire about a client's preference regarding the disclosure or non-disclosure to some or all staff of their stated orientation and/or gender identity, and then abide by that preference.
5. Neither isolate nor segregate a client based on gender identity unless by that client's request or for that client's safety. HUD assumes that a provider will not make an assignment or re-assignment based on complaints of another person when the sole stated basis of the complaint is a client or potential client's non-conformance with gender stereotypes.
 6. Take reasonable steps to address any concerns expressed by a client or observed by a provider regarding safety or privacy. Whenever physically possible, providers will ensure that toilet stalls have doors and locks and that separate shower stalls are available. When these physical amenities are not available, providers will work with individuals (to the extent possible within the physical layout of their facility) to provide accommodations such as: addition of a privacy partition or curtain; use of a nearby private restroom or office; or a separate changing schedule.
 7. Ensure that all recipient and subrecipient staff members and contractors who interact directly with potential and current clients are aware of these rules and guidelines through at least annual training, and take prompt corrective action to address noncompliance as reported through www.tpch.net and "Contact TPCH".

Housing First

These Written Standards establish that all Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH) Projects adopt the Housing First model.

Housing First is an approach to quickly and successfully connect families and individuals to permanent housing. Housing First programs do not create barriers to entry such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness.

Housing First considers all participants as "housing ready" vs only those participants that have completed treatment or achieved sobriety. There are no programmatic prerequisites to program entry such as minimum income, sobriety or treatment requirements. Programs fill their vacancies with households selected through the Coordinated Entry process.

All attempts are made to streamline the move-in process by aiding households with the eligibility process and by obtaining documents per the HUD regulations, which provide a grace period for obtaining chronic homeless documentation when it cannot be obtained at the time of housing offer or move-in. (See Timelines for Obtaining Documentation of Chronic Homelessness) This community's Housing First programs do not require chronic homeless documentation prior to program entry.

Housing First programs recognize tenant rights, responsibilities, and legal protections. Programs educate participants on these topics such as lease terms and Fair Housing. Program managers abide by these laws; projects respect tenant rights while providing services.

Housing First programs seek to maintain housing for participants through practices that provide services to build skills and seek leniency whenever possible. For example, the program will offer budgeting classes and seek a payment plan instead of seeking eviction for a participant failing to pay his or her rent.

Supportive services support recovery while respecting client choice. Participants are not forced into treatment but are continually offered a wide array of services and supports understanding that participants may decline them. There are no penalties for declining services within Housing first programs.

PERFORMANCE STANDARDS

TPCH requires that CoC Grant Recipients meet the following benchmarks for grants and financial management that communities must reach to meet this Standard of Recipient Performance. (Per 24 CFR 578 and the FY2015 NOFA). TPCH requires that all projects:

1. Partner with established integrated health care relationships to ensure coverage for all participants.
2. Partner with employment resources to ensure participants have access to job training and development resources as needed.
3. Work closely with participants to access all mainstream benefits for which they are eligible.
4. Submit Annual Performance Reports by the deadline.
5. Avoid or resolve HUD monitoring findings, or OIG Audits, if applicable.
6. Maintain quarterly drawdowns.
7. Fully expend awarded funds.
8. Maintain full and high-quality participation in the TPCH HMIS.
9. Maintain full and high-quality participation in the TPCH Coordinated Entry system.

TPCH further requires that all CoC Grant Recipients meet the following standards according to the type of project being administered.

PERFORMANCE STANDARDS FOR TH, TH-RRH, AND RRH PROJECTS

Measure	High-Performing	Performing	Low-Performing
Housing First Approach	100%	100%	< 100%
Accepted Referrals from Coordinated Entry	100%	90-99%	≤ 89%
Grant Expenditure	100%	≥ 90%	≤ 89%
Bed Utilization Rate	100%	≥ 90%	≤ 89%
Leavers with Income	≥ 75%	51-74%	≤ 50%
Leavers who Increased Income	≥ 50%	21-49%	≤ 20%
Exits to PH	≥ 96%	91-95%	≤ 90%
Data Quality	≥ 96%	95-90%	≤ 89%

PERFORMANCE STANDARDS FOR PSH PROJECTS

Measure	High-Performing	Performing	Low-Performing
Housing First Approach	100%	100%	< 100%
Coordinated Entry Participation	100%	99-90%	≤ 89%
Grant Expenditure	100%	99-90%	≤ 89%
Bed Utilization Rate	≥ 95%	94 - 79%	≤ 78%
Meeting contract goals	100%	99-95%	≤ 94%
Stayers with income	≥ 50%	49 - 41%	≤ 40%
Stayers who Increased Income	≥ 50%	49 - 41%	≤ 40%
Stayers with non-cash benefits	≥ 75%	74% - 51%	≤ 50%
Leavers with Income	≥ 40%	39 - 21%	≤ 20%
Leavers who Increased Income	≥ 40%	39 - 21%	≤ 20%
Leavers with non-cash benefits	≥ 50%	49 - 41%	≤ 40%
Exits to PH	≥ 96%	95 - 91%	≤ 90%

PRIORITIZATION FOR HUD-VASH HOUSING

1. Chronically homeless Veterans will be given the highest priority for admission.
2. Admission decisions are to be prioritized by highest need for HUD-VASH, BASED ON Veteran's acuity per clinical judgment and resources availability.
3. Where there are no chronically homeless Veterans, admissions to HUD-VASH will use the HUD Notice CPD-16-11, *Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing*, in the following order of priority:
 - a) **First Priority.** Homeless persons with a disability with long periods of episodic homelessness and severe service needs.
 - b) **Second Priority.** Homeless persons with a disability with severe service needs.
 - c) **Third Priority.** Homeless persons with a disability coming from places not meant for human habitation, safe havens, or emergency shelters without severe service needs.
 - d) **Fourth Priority.** Homeless persons with a disability coming from transitional housing.
 - e) **VA Priority Populations.** Homeless Veterans who do not meet criteria for chronic homelessness or the priority groups above may be prioritized for VA-funded Permanent Supportive Housing (PSH) if they demonstrate a need for ongoing case management based on clinical assessment. Additional priority populations include, but are not limited, to the following Veterans: women, those with children, those who served in Operation Enduring Freedom/Operation Iraqi Freedom/Operation New Dawn (OEF/OIF/OND), aging Veterans, those with a debilitating clinical condition that does not meet formal disability criteria, and those with an extensive homeless history that does meet other criteria above.
4. If there are no available case management openings or vouchers, the Veteran will be placed on a HUD-VASH Interest List. The Veteran will be provided with information about HUD-VASH, and when appropriate, the HUD-VASH case management team will invite the Veteran to participate in any existing HUD-VASH pre-admission groups, as available. However, Veterans in this category must be referred to other VA and community resources to address their current needs. HUD-VASH staff must document the referral, in CPRS, and note that the reason for denial was a lack of an available voucher or case management openings. Denials for lack of an available voucher should be recorded as such in HUD-VASH Homeless Operations Management and Evaluation System (HOMES) as well.
 - a) Veterans who are placed on a HUD-VASH Interest List must be reassessed, by HUD-VASH program Coordinator, or his/her designee, when a voucher becomes available so that the Veteran most in need is admitted to the program.
 - b) Veterans on the HUD-VASH Interest List must have a warm handoff to other VA and/or community programs that can assist with ongoing clinical and housing needs

PERMANENT SUPPORTIVE HOUSING

Community Priorities

Priorities for those who will receive assistance with Permanent Supportive Housing programs.

- Beds dedicated and prioritized to serve families and individuals facing chronic homelessness
- Beds that are not dedicated or prioritized to serve families and individuals facing chronic homelessness

Documentation and Move-In Requirements

- Timelines for obtaining documentation of Chronic Homelessness
- Timelines for accessing housing

Community Priorities

When housing members of the community, this community prioritizes families and individuals with severe service needs who have experienced two or more years of homelessness. This community follows guidelines set forth in (Notice: CPD-16-11). Case conferencing will be used to further ensure appropriate matching, client choice, and navigation into housing and associated support services offerings.

Due diligence should be exercised when conducting outreach and assessment to ensure that persons are served in the order of priority in these standards, and as adopted by the CoC. HUD recognizes that some persons – particularly those living on the streets or in places not meant for human habitation – might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant where there are persons who meet a higher priority within the CoC and who have not yet accepted the PSH opportunities offered to them. Street outreach providers should continue to make attempts with those persons using a Housing First approach to place as few conditions on a person's housing as possible.

Service needs, defined in detail in the key terms section of this document, are categorized as Severe, High, Moderate, and Low as measured by use of the tools in the SPDAT portfolio.

Beds Classified as Dedicated or Prioritized for Chronically Homeless (CH)

See the key terms section for the definition of Chronic Homelessness.

TPCH seeks to end chronic homelessness. Certain CoC-funded beds have been dedicated or prioritized to serve families and individuals experiencing chronic homelessness. Only persons experiencing chronic homelessness (CH) will be served in CH-dedicated or CH-prioritized beds until all people facing chronic homelessness within our geographic boundaries have been offered housing. TPCH recognizes those with severe service needs who have been homeless for two years or more over the course of their lives as prioritized for housing. We give first opportunity to those who are unsheltered. Families and individuals with moderate and low service needs are not currently served with these beds.

TPCH prioritizes these beds as follows:

- 1) Severe Service Needs & 2+ years homeless & unsheltered
- 2) Severe Service Needs & 2+ years homeless & sheltered

When priority populations are housed, TPCH will offer housing to the remaining families and individuals facing CH as follows:

- 3) Severe Service Needs & Less than 2 years homeless & unsheltered
- 4) Severe Service Needs & Less than 2 years homeless & sheltered
- 5) High Service Needs & 2+ years homeless & unsheltered
- 6) High Service Needs & 2+ years homeless & sheltered
- 7) High Service Needs & Less than 2 years homeless & unsheltered

8) High Service Needs & Less than 2 years homeless & sheltered

Beds Classified as Not Dedicated or Prioritized for CH

This community will follow the above prioritization levels for these beds until the community has determined that we have housed families and individuals who meet the definition of chronic homelessness within our geographic boundaries. When that has been achieved, these beds will be prioritized to those with high service needs, a disability, and have experienced at least 2 years of cumulative lifetime homelessness. Families and individuals with moderate and low service needs are not currently served with these beds.

1. Severe Service Needs, with a disability, with 2 or more years homeless
2. Severe Service Needs with a disability

After everyone in the above groups has been offered housing, TPCH prioritizes the remaining households as follows:

3. Severe Service Needs, 2 or more years homeless
4. Severe Service Needs
5. High Service Needs, with a disability, with 2 or more years homeless
6. High Service Needs, with a disability
7. High Service Needs, 2 or more years homeless
8. High Service Needs

Timelines for Obtaining Documentation of Chronic Homelessness

Verification of homeless status and disability are required per HUD. Details on what types of homeless verification are provided in this document under Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification).

Obtaining verification of disability and chronic homeless status shall not be a barrier to entering housing. When projects are verifying chronic homeless status, TPCH allows projects to require no more than the minimum HUD-required documentation prior to move-in. This includes a review of homelessness with the household to ascertain whether the household qualifies and a primary or secondary source of disability verification. Once the program has enough information from the participant to believe the participant qualifies, s/he should be allowed to move forward with program entry.

The secondary source of disability documentation (social security award letter, handicap parking placard, or written intake worker's notation of a visible disability) allows the program to take up to 45 days to obtain direct third-party disability verification.

Projects are given up to 180 days to obtain written verification of chronic homeless status.

Timelines for Accessing Housing

Programs must make every effort to house participants quickly. Additional barriers may not be imposed, and client-centered assistance must be provided to enable participants a quick turnaround from eligibility determination to move-in.

RAPID REHOUSING PROGRAMS

Introduction

Rapid rehousing assistance helps families and individuals who are experiencing homelessness to move as quickly as possible into permanent housing and achieve stability in that housing through a combination of rental assistance and supportive services. Rapid rehousing rental assistance is available for a maximum of 24 months within a three-year period, which may not be consecutive. Participants may maintain their housing units once the rental assistance has ended by paying full rent to the property. Rapid rehousing uses Fair Market Rates (FMR) established annually by HUD <http://www.huduser.org/portal/datasets/fmr.html> which includes utility allowances.

Average length of Rapid Rehousing assistance

While each RRH participant is encouraged to reach rent independence as soon as practical, TPCB recognizes that RRH participants may require time for completing education and/or job training, job search, and other endeavors that contribute to housing stability. Clients are generally expected to assume 100% of their rent after 8 months of assistance.

Priorities for which families and individuals will receive Rapid Rehousing assistance

Rapid Rehousing programs will use SPDAT tools (through the HMIS per Coordinated Entry) to determine and prioritize who will receive RRH assistance. Households with moderate service needs will be offered rapid rehousing assistance, with priority going to unsheltered households. Families and individuals with low service needs are not currently served with these beds.

Participants must meet the HUD definition of homelessness for Categories 1, 2, or 4. Households must lack sufficient resources and support networks to sustain stability in permanent housing. Rapid Rehousing will be offered on a Housing First basis and re-house households in less than 30 days. Rapid Rehousing utilizes the Transition-In-Place model which allows program participants to retain the unit when the rental assistance and supportive services end.

Standards for determining what percentage or amount of rent each program participant must pay while receiving Rapid Rehousing assistance

The percentage of income each household will pay will increase over time. (NOTE: participants without income will not pay rent; x% of 0 = 0). The rent the participant pays shall not exceed the rental costs on the unit; programs will not profit from participant contributions. Annual earnings are divided by 12 months to calculate a monthly earning amount.

The rent schedule is as follows:

- Participants in short-term rental assistance (1-3 months in duration) may pay up to 10% of their income for rent and utilities.
- Participants in medium-term rental assistance (4-8 months) may pay up to 25% of their income for rent and utilities.
- Participants in long term rental assistance (months 9-24) may pay up to 50% of their income for rent and utilities.

At no point shall the rent collected from the household exceed the lease rent on the property.

Standards regarding utility assistance

If utilities are not included in a project participant's rent, the agency administering the project grant will pay the utilities up to the amount of the participant's utility allowance, which shall not exceed FMR. If the cost of such utilities exceeds the amount of the utility allowance, the project or project participant must pay the excess amount from other sources.

Standards for case management with Rapid Rehousing Assistance.

All agencies are expected to assist their RRH project participants in accessing or increasing income and want to obtain or maintain mainstream benefits (e.g. health insurance, nutritional assistance, child care) to which they may be entitled. All agencies also are expected to progressively engage their clients in case management and all other services (e.g. education, job training, job development, budgeting) that they may need to attain and maintain housing stability. Agencies may neither require participation in services either to obtain or maintain housing nor may they exit a project participant from housing for non-participation in services.

Projects are expected to identify clients among their participants who may be Chronically Homeless and to verify length of time homeless and disabling conditions to facilitate potential transfers.

TRANSITIONAL HOUSING

Introduction

Transitional Housing (TH) facilitates the movement of homeless families and individuals to permanent housing within 24 months of entering Transitional Housing.

Community Priorities

Transitional Housing programs will use SPDAT tools (through the HMIS per Coordinated Entry) to determine and prioritize who will receive assistance. Households with moderate service needs will be offered assistance; priority going to unsheltered households who are less likely to be able to secure a lease in their own name. Families and individuals with low service needs are not served with these CoC-funded beds.

Eligibility

Participants must meet the HUD definition of homelessness Categories 1, 2 and 4.

Documentation Protocol

Documentation to verify homeless status must be obtained per the Evaluating and Documenting Eligibility (Categories of Homelessness & Required Types of Verification) section of this document.

EVALUATING & DOCUMENTING ELIGIBILITY

HUD further defines homelessness into various categories. This section contains the category definitions and documentation requirements for each level of homelessness. Procedures for evaluating and documenting eligibility are unique to each category of homelessness. HUD has two levels of documentation; Level 2 is only acceptable if level 1 documentation cannot be obtained.

Literally Homeless (also referred to as Category 1)

An individual or family sleeping in an emergency shelter or a Safe Haven (Sonora House), sleeping in a place not meant for human habitation, (staying in someone else's residence does **not** meet the requirements for literal homeless), or exiting an institution where s/he has resided for 90 days or less and was at one of the above places immediately before entering the institution.

Level 1 Options:

- Written observation by the outreach worker
- Written referral by another housing or service provider

Level 2 Options (to be obtained when none of the above are available)

- Certification by the individual or head of household seeking assistance stating that s(he) was living on the streets or in shelter PLUS documentation outlining efforts to obtain both level 1 forms of documentation.

For individuals exiting an institution obtain one of the forms of evidence above for where the person slept prior to entering the institution and one of the following regarding the institution stay:

- Discharge paperwork or written/oral referral
- Written record of intake worker's due diligence to obtain the evidence and certification by individual that they exited institution

At Imminent Risk of Homelessness (also referred to as Category 2)

An individual or family who will imminently lose their primary nighttime residence is considered to be imminently homeless if the residence will be lost within 14 days of the application for homeless assistance, no subsequent residence has been identified and the individual or family lacks the resources or support networks needed to obtain other permanent housing.

Level 1 Options:

- If in housing, a court order resulting from an eviction action notifying the individual or family that they must leave.
- If in a motel; evidence showing they lack the financial resources to stay.

Level 2 Options consist of three components, **all** of which must be obtained:

- A documented and verified oral statement with certification that no subsequent residence has been identified
- Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing.
- Documentation outlining efforts to obtain the level 1 documentation.

Homeless under other Federal Statutes (Category 3) This category is available for RHY and ESG programs; Category 3 households are not eligible for COC programs

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- i) Are defined as homeless under the other listed federal statutes;
- ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- iv) Can be expected to continue in such status for an extended period due to special needs or barriers.

There are no level 2 sources of documentation for this category, all of the following must be obtained:

- v) Certification by the nonprofit, state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute
- vi) Certification of no permanent housing in the last 60 days
- vii) Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days
- viii) Documentation of special needs or two (2) or more barriers

Fleeing/Attempting to flee domestic violence (Category 4)

An individual or family is considered to be fleeing domestic violence when fleeing, or attempting to flee, domestic violence, has no other residence and lacks the resources or support networks to obtain other permanent housing. There are no level 2 sources of documentation for this category.

For victim service providers:

- An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.

For non-victim service providers **all** of the below must be gathered:

- Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker.
- Certification that no subsequent residence has been identified
- Self-certification or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

Chronically Homelessness

See the key terms section for the definition of Chronic Homelessness.

Projects must document households meeting the HUD criteria for chronic homelessness. This documentation includes three things

- i) Documentation of the current household status as Category 1; Literally Homeless.
- ii) Documentation of disability
- iii) Documentation of the homeless history required to qualify as chronically homeless.

These documents may be obtained after the household has moved in. These documents have levels of documentation as prescribed by HUD. Time spent homeless must be verified; breaks in homelessness do not require third-party verification.

Level 1: Third-Party documentation. This includes written observation by an outreach worker, a written referral by another housing or service provider, or documentation from institutions such as hospitals, correctional facilities, etc. when they include length of stay and are signed by the institution staff. HMIS data may be used in when it contains the information required of all third-party documentation.

Level 2: Self-Certification. This is a signed certification by the individual seeking assistance describing how they meet the definition accompanied with the intake worker's documentation of the living situation and the steps taken to obtain evidence to support this. (A minimum of 5 must be made, and documented, to entities that could provide third-party verification).

Projects are capped at the number of households that can self-certify. A household's documentation packet is considered complete when it verifies disability and third-party verification for at least 9 months of the household's time homeless. 75% of the project's households must have complete documentation packets on file. 25% of the project's households may self-certify all of their time homeless.

REFERENCES

24 CFR 578 HEARTH Act (amending McKinney-Vento Act) and all subsequent amendments

U.S. Department of Housing and Urban Development Notice CPD 16-11: Prioritizing Persons Experiencing Chronic Homeless and Other Vulnerable Homeless Persons in Permanent Supportive Housing.

U.S. Department of Housing and Urban Development Notice CPD 17-01: Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System



TUCSON PIMA COLLABORATION TO END HOMELESSNESS

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

Pima County, Arizona

POLICIES & PROCEDURES MANUAL

Approved October 28, 2014, amended February 23, 2016, amended June 26, 2017

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Tucson Pima Collaboration to End Homelessness

www.tpch.net

Pima County Community Services Employment & Training

www.pima.gov

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Introduction

The Tucson Pima Collaboration to End Homelessness (TPCH) is a coalition of community and faith-based organizations, government entities, business, individuals committed to the mission of ending homelessness and representatives of persons experiencing homelessness, addressing the issues that contribute to homelessness, and acting as the local Continuum of Care (CoC) for the geographic area of Tucson/Pima County, Arizona (AZ-501), as defined by the U.S. Department of Housing and Urban Development (HUD) and the Federal Homeless Emergency Assistance and Rapid Transition to Housing Continuum of Care Program (HEARTH Act – 24 CFR 578.) TPCH brings together homeless assistance providers within the community to create a more coordinated and effective housing and service delivery system.

Pursuant to the requirements established by HUD, these Policies & Procedures set forth the intended governance structure for the operation of the Homeless Management Information System (HMIS) in Pima County, Arizona, and defines the intended roles of the various entities that provide services to people experiencing homelessness in Pima County. In order to ensure an effective, efficient, and secure system, this includes: general parameters for the system, confidentiality and security practices, network operations, and HMIS user training availability.

The Pima County HMIS meets the HUD requirements to record and store client- level information on the characteristics and service needs of homeless persons. This system utilizes a software application called Service Point, which is operated by Bowman Systems, LLC. TPCH has selected the HMIS Lead to provide technical assistance and support.

In order to meet the federal requirements for HUD CoC funding, TPCH utilizes HMIS to collect client information, to prepare the APR, and to report aggregate community-wide data as required. HUD requires that all HUD-funded projects participate in HMIS and comply with HUD Data and Technical Standards.

Non-HUD funded homeless programs and service providers are encouraged to participate in HMIS to provide a comprehensive source of available services and identify gaps in services within Pima County.

All HMIS participating agencies are required to be members of TPCH and attend the monthly HMIS committee meetings. All HMIS participating agencies are required to complete an Agency Agreement and accept the conditions, requirements, and regulations of HMIS participation. Each agency is encouraged to identify a high-level user who can accept the responsibility of an Agency Administrator and complete the required training. All HMIS users must be trained and maintain a high level of competency, confidentiality and commitment to high data quality.

KEY SUPPORT ROLES AND RESPONSIBILITIES

Tucson Pima Collaboration to End Homelessness General Council

- Approves the HMIS Lead Agency

Tucson Pima Collaboration to End Homelessness Board of Directors

- Recommends HMIS Lead Agency to the TPCB General Council for approval
- Encourages and facilitates HMIS participation
- Approves and facilitates enforcement of HMIS policies as set forth in the TPCB HMIS Policies and Procedures Manual
- Designates software to be used for the HMIS in Pima County
- Approves HMIS Protocol Agreement with HMIS Lead Agency

HMIS Committee

- Oversees the HMIS project and has oversight responsibility for all HMIS activities
- Guides the implementation of the HMIS
- Develops, informs, and reviews HMIS policies and procedures, recommending changes to HMIS policies and procedures to the TPCB Board on an annual basis
- Reviews and addresses Data Quality on a monthly basis

HMIS Lead Agency

- Authorizes and makes decisions regarding day-to-day operations of HMIS
- Ensures HMIS compliance with all HUD requirements
- Advises TPCB Board of non-compliance with HMIS policies and HUD requirements
- Monitors data quality in accordance with the Data Quality Plan
- Acts as liaison between TPCB and regional or nation HMIS related organizations and participates in related activities
- Supervises contract(s) with vendor(s), including software vendor
- Maintains all written agreements with Participating Agencies, Agency Administrators and Users
- Provides training and support to Participating Agency users
- Facilitates continuing quality improvement via data analyses and knowledge of best practices
- Submits HUD required reports, such as AHAR, CAPER, HMIS APR, HMIS Renewal application, and HMIS related data required for CoC application

HMIS Participating Agencies

- Complete a HMIS Participating Agency Agreement signed by authorized agency executive
- Agree to abide by ***HMIS Policies and Procedures Manual*** approved and adopted by the TPCB Board, as well as all HUD requirements
 - Ensure that all employees and agents comply with the Policy
 - Ensure staffing and equipment necessary to implement and ensure HMIS participation

HMIS Primary Point Person/Agency Administrators

- Complete Agency Administrator Agreement, approved by authorized agency executive
- Act as main point-of-contact and the liaison between the HMIS Lead Agency and their respective agency's users
- Ensure compliance with HMIS Policies & Procedures and HUD requirements within their agency
- Provide HMIS support for other users within their agency

HMIS Users

- Complete Pima County HMIS User Agreement, approved by authorized agency administrator or executive
- Attend HMIS Committee meetings
- Complies with HMIS Policies & Procedures and HUD requirements within their agency
- Provides feedback on system performance and enhancements
- Provides information and support for policy enforcement

Clients

- Sign Client Release of Information to allow their information to be entered into HMIS by the HMIS Participating Agency
- May request specific information regarding how their information may be shared among Data Sharing agencies
- May refuse to participate in HMIS and this may not prevent the client from receiving assistance

HMIS AGENCY IMPLEMENTATION POLICIES AND PROCEDURES

MANDATED PARTICIPATION

All projects that are authorized under HUD and the McKinney-Vento Act, as amended by the HEARTH Act, to provide homeless assistance services are required to enter client data into the local HMIS. These participating agencies will be required to comply with all applicable operating procedures and must agree to execute and comply with an HMIS Participating Agency Agreement.

VOLUNTARY PARTICIPATION

While HUD- funded projects are required to meet only minimum participation standards, HUD strongly encourages all agencies to fully participate in HMIS with all of their homeless assistance programs. While the TPCP cannot require non-funded providers to participate in the HMIS, the TPCP works closely with non-funded agencies to articulate the benefits of the HMIS and to strongly encourage their participation in order to achieve a comprehensive and accurate understanding of homelessness in Tucson/Pima County.

MINIMUM PARTICIPATION STANDARDS

- Each participating agency complete a HMIS Participating Agency Agreement and, if applicable, a Data Sharing Agreement.
- Agency staff collects client information as HUD required Client Record Creation elements which are shared by all HMIS Participating Projects and include: Name, Date of Birth, Social Security Number and Veteran Status. Agency staff shall also collect client information as HUD required Universal data elements.
- HUD funded projects are also required to collect Program-Specific Data Elements as defined by HUD and other data elements as determined by the CoC for all clients served by programs participating in HMIS.
- Data may be shared among agencies and subject to appropriate client consent and Data Sharing agreements.
- Agency staff enters client-level data into the HMIS following the HMIS Entry/Exit Policy (see Appendix C.)
- Participating agencies shall comply with all HUD regulations for HMIS participation located at: <https://www.hudexchange.info/hmis/>.
- Each agency designates at least one HMIS point-of-contact, often known as the HMIS Agency Administrator. This person may or may not also be the Agency Administrator (see below). The HMIS Agency Administrator functions as the main liaison with the HMIS Team and is responsible for organizing its agency's users, making sure proper training has taken place for the users and that all paperwork and confidentiality requirements are being followed by all users from that agency.
- Each agency must designate at least one user to function as an Agency Administrator. The Agency Administrator is expected to provide on-site support to the agency's end-users, run agency reports, monitor the agency's data quality, and work with the HMIS Management Team to troubleshoot HMIS issues. Agency Administrators are expected to attend HMIS Committee meetings.
- Each HMIS participating agency is required to have a representative at the HMIS Committee meeting who can effectively communicate what is covered in the meeting to the rest of the project's HMIS users.

HMIS PARTICIPATING AGENCY TERMINATION

In the event that the relationship between the TPCB HMIS and a Partner Agency is terminated, the Partner Agency will no longer have access to the HMIS. The HMIS Team will report the termination to the TPCB Board of Directors.

SYSTEM REQUIREMENTS

The HMIS Team is responsible for controlling access to the system and will authorize access to essential services sites. The HMIS is designed to protect against the recording of information in unauthorized locations or systems.

Users must not attempt to gain physical or logical access to data or systems for which they are not authorized through written agreements.

WORKSTATIONS AND INTERNET ACCESS

The Pima County HMIS is accessible by all computers through stable Internet access. *ServicePoint* is designed to be compatible with the newest versions of *Internet Explorer*, *Google Chrome*, *Mozilla Firefox* and *Apple Safari*.

Java is a required component for the Advanced Reporting Tool (ART); however, not all versions of *Java* are compatible with ART. Currently, *Java* version 6 release 45 (32 bit) is the only version of *Java* that is recommended by Bowman Systems in order to run ART.

MOBILE DEVICES

The only mobile device that is officially supported by Bowman Systems is the Apple iPad. However, many mobile devices may be able to run *ServicePoint*.

TRAINING

Pima County, the HMIS Lead Agency, provides training to all HMIS projects and users. HMIS application training will be conducted periodically throughout the year. If additional, or specific, training needs arise, the HMIS Team may arrange for special training sessions.

Training may be conducted in a 'hands-on' computer lab, online, in a classroom setting, or on-site at an agency.

- ***New Users***
All new users are required to attend New User training and submit an approved New User Agreement to be granted HMIS access.
- ***Existing Users***
Existing users will be required to attend New User training after a leave of absence or if a license remains unused for 6 months or longer.

- ***Follow-up***
All users are encouraged to attend all trainings offered by Pima County. Trainings are offered on specific topics, to increase data quality, and to trouble- shoot common problems.
- ***Security & Privacy***
Security and privacy training is provided to all new users, existing users and in follow-up trainings.
- ***Reports***
Report training is offered to all ART license users and to assist with preparation of required HUD reports including, but not limited to: AHAR, PIT, HIC, APR, and CAPER.

TECHNICAL SUPPORT

Pima County, the HMIS Lead Agency, provides technical support to all HMIS projects and users.

Pima County has a Help Desk which is available during Pima County business hours Monday through Friday.

Request for assistance should be made directly through the HMIS help email: hmishelp@pima.gov.

Technical support includes:

- Password Reset Assistance
- New User / Program Setup
- Training
- Report Requests
- Technical Assistance and Support
- Other Issues or concerns

The HMIS Team provides support to HMIS participating agencies through the following methods:

1. CoC Meeting participation
2. Provision of workflow documents
3. Provision of user trainings
4. Help Desk support
5. On-Site support as required

Pima County is responsible for working directly with the software vendor to report system issues, troubleshoot, coordinated system upgrades, additional software modules and user licenses.

REPORTS

Pima County, the HMIS Lead Agency, shall provide support directly to HMIS participating agencies for completing HUD required reports including, but not limited to: APR, CAPER, PIT, and HIC, along with the AHAR and other reports required by Federal, State and local entities as directed by TPOCH.

Pima County shall produce an annual report for TPOCH, along with other reports as requested for community-wide data analysis.

Each Agency may send its Agency Administrator to receive training on how to run agency-specific reports using HMIS. The HMIS Lead will be a resource to agency users as they develop reports but will be available to provide only a limited, reasonable level of support to each Agency and the agency may be required to pay additional cost.

The HMIS Committee will be the primary body to query HMIS participating agencies on their reporting needs and to prioritize a list of reports to be developed by TPOCH for use by all HMIS participating agencies.

The HMIS Lead shall be responsible for assisting in the development of custom reports for participating HMIS agencies.

The HMIS may require additional cost to develop custom reports for any HMIS participating agency or agencies. Approval must be made through the HMIS Committee and approved by the TPOCH Board of Directors.

Development of custom reports is of secondary priority to assisting with or running HUD-required reports and may require additional cost.

All requests for community-wide data and reports must be made through the HMIS Committee and approved by the TPOCH Board of Directors and may require additional cost.

APPENDIX A: GLOSSARY OF HMIS ACRONYMS AND TERMS

Acronyms

AIRS	Alliance of Information & Referral Systems
AHAR	Annual Homeless Assessment Report
APR	Annual Performance Report
CHO	Contributing HMIS Organization
CoC	Continuum of Care
DV	Domestic Violence
ESG	Emergency Solutions Grants
FIPS	Federal Information Processing Standards Codes for states, counties, and named populated places
HEARTH	Homeless Emergency Assistance and Rapid Transition to Housing
HHS	U.S. Department of Health & Human Services
HIC	Housing Inventory Chart
HIPAA	Health Insurance Portability and Accountability Act of 1996
HMIS	Homeless Management Information System
HOPWA	Housing Opportunities for Persons with HIV/AIDS
HUD	U.S. Department of Housing and Urban Development
I&R	Information and Referral
MH	Mental Health
NOFA	Notice of Funding Availability
PATH	Projects for Assistance from Homelessness
PIT	Point in Time
PPI	Personal Protected Information
S+C	Shelter Plus Care (McKinney-Vento Program)
SA	Substance Abuse
SHP	Supportive Housing Program
SRO	Single Room Occupancy
SSO	Supportive Services Only
SSVF	Supportive Services for Veteran Families
TA	Technical Assistance
VA	Veterans Administration
VAWA	Violence Against Women Act
XML	Extensible Markup

Terms

Alliance of Information and Referral Systems (AIRS)

The professional association for over 1,000 community information and referral (I&R) providers serving primarily the United States and Canada. AIRS maintains a taxonomy of human services.

Annual Performance Report (APR)

A report that tracks program progress and accomplishments in HUD's competitive homeless assistance programs. The APR provides the grantee and HUD with information necessary to assess each grantee's performance.

Audit Trail

A record showing who has accessed a computer system and what operations he or she has performed during a given period of time. Most database management systems include an audit trail component.

Bed Utilization

An indicator of whether shelter beds are occupied on a particular night or over a period of time.

Chronic homelessness

HUD defines a chronically homeless person as a homeless individual with a disabling condition who has either been continuously homeless for a year or more

OR has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency homeless shelter during that time. *Persons under the age of 18 are not counted as chronically homeless individuals.*

Chronically Homeless Household

HUD defines a chronically household as a family that has at least one adult member (persons 18 or older) who has a disabling condition who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency shelter/safe haven during that time.

Client Intake

The process of collecting client information upon entrance into a program.

Consumer

An individual or family who has experienced or is currently experiencing homelessness.

Continuum of Care (CoC)

A community with a unified plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. HUD funds many homeless programs and HMIS implementations through Continuum of Care grants.

Coverage

A term commonly used by CoCs or homeless providers. It refers to the number of beds represented in an HMIS divided by the total number of beds available.

Contributing HMIS Organization (CHO)

Any organization (including its employees, volunteers, affiliates, contractors, and associates) that records, uses or processes data on homeless clients for an HMIS. The requirements of the HMIS Final Notice apply to all Contributing HMIS Organizations.

Data Quality

The accuracy and completeness of all information collected and reported to the HMIS.

Data Standards

See HMIS Data and Technical Standards Final Notice.

De-identification

The process of removing or altering data in a client record that could be used to identify the person. This technique allows research, training, or other non-clinical applications to use real data without violating client privacy.

Digital Certificate

An attachment to an electronic message used for security purposes. The most common use of a digital certificate is to verify that a user sending a message is who he or she claims to be and to provide the receiver with the means to encode a reply.

Disabling Condition

A disabling condition in reference to chronic homelessness is defined by HUD as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. A disabling condition limits an individual's ability to work or perform one or more activities of daily living.

Emergency Shelter

Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Emergency Solutions Grant (ESG)

A federal grant program designed to help improve the quality of existing emergency shelters for the homeless, to make available additional shelters, to meet the costs of operating shelters, to provide essential social services to homeless individuals, and to help prevent homelessness.

Encryption

Conversion of plain text into unreadable data by scrambling it using a code that masks the meaning of the data to any unauthorized viewer. Computers encrypt data by using algorithms or formulas. Encrypted data are not readable unless they are converted back into plain text via decryption.

Family

HUD defines a family as a household with at least one adult and at least one child.

HEARTH Act

On May 20, 2009, President Obama signed the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act.

Homeless Management Information System (HMIS)

Computerized data collection tool designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.

Regulations issued by HUD via the Federal Register describing the requirements for implementing HMIS. HMIS requirements and regulations are located at: <https://www.hudexchange.info/hmis/>.

Housing Inventory Chart (HIC)

A calculation of the numbers of beds and housing units in a region on one particular night, usually coinciding with the annual Point-in-Time count.

Inferred Consent

Once clients receive an oral explanation of HMIS, consent is assumed for data entry into HMIS. The client must be a person of age, and in possession of all his/her faculties (for example, not mentally ill).

Informed Consent

A client is informed of options of participating in an HMIS system and then specifically asked to consent. The individual needs to be of age and in possession of all of his faculties (for example, not mentally ill), and his/her judgment not impaired at the time of consenting (by sleep, illness, intoxication, alcohol, drugs or other health problems, etc.).

Information and Referral

A process for obtaining information about programs and services available and linking individuals to these services. These services can include emergency food pantries, rental assistance, public health clinics, childcare resources, support groups, legal aid, and a variety of non-profit and governmental agencies. An HMIS usually includes features to facilitate information and referral.

McKinney-Vento Act

The McKinney-Vento Homeless Assistance Act was signed into law by President Ronald Reagan on July 22, 1987. The McKinney-Vento Act funds numerous programs providing a range of services to homeless people, including the Continuum of Care Programs: the Supportive Housing Program, the Shelter Plus Care Program, and the Single Room Occupancy Program, as well as the Emergency Solutions Grant Program.

Notice of Funding Availability (NOFA)

An announcement of funding available for a particular program or activity.

Permanent Supportive Housing

Long term, community based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live as independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.

Point in Time Count

A snapshot of the homeless population taken on a given day. Since 2005, HUD requires all CoC applicants to complete this count every other year in the last week of January. This count includes a street count in addition to a count of all clients in emergency and transitional beds.

Privacy Notice

A written, public statement of an agency's privacy practices. A notice informs clients of how personal information is used and disclosed. According to the *HMIS Data and Technical Standards*, all covered homeless organizations must have a privacy notice.

Project-Specific Data Elements

Data elements required for projects that receive funding under the McKinney-Vento Homeless Assistance Act and complete the Annual Performance Reports (APRs).

Public Keys

Public keys are included in digital certificates and contain information that a sender can use to encrypt information such that only a particular key can read it. The recipient can also verify the identity of the sender through the sender's public key.

Scan Cards

Some communities use ID cards with bar codes to reduce intake time by electronically scanning ID cards to register clients in a bed for a night. These ID cards are commonly referred to as scan cards.

Single Room Occupancy (SRO)

A residential property that includes multiple single room dwelling units. Each unit is for occupancy by a single eligible individual. The unit need not, but may, contain food preparation or sanitary facilities, or both. It provides rental assistance on behalf of homeless individuals in connection with moderate rehabilitation of SRO dwellings.

Shelter Plus Care Program

A program that provides grants for rental assistance for homeless persons with disabilities through four component programs: Tenant, Sponsor, Project, and Single Room Occupancy (SRO) Rental Assistance.

Supportive Housing Program

A program that provides housing, including housing units and group quarters, that has a supportive environment and includes a planned service component.

Supportive Services

Services that may assist homeless participants in the transition from the streets or shelters into permanent or permanent supportive housing, and that assist persons with living successfully in housing.

Transitional Housing

A project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months).

Unduplicated Count

The number of people who are homeless within a specified location and time period. An unduplicated count ensures that individuals are counted only once regardless of the number of times they entered or exited the homeless system or the number of programs in which they participated. Congress directed HUD to develop a strategy for data collection on homelessness so that an unduplicated count of the homeless at the local level could be produced.

Universal Data Elements

Data required to be collected from all clients serviced by homeless assistance programs using an HMIS. These data elements include date of birth, gender, race, ethnicity, veteran's status, and Social Security Number (SSN). These elements are needed for CoCs to understand the basic dynamics of homelessness in their community and for HUD to meet the Congressional directive.

Written Consent

Written consent embodies the element of informed consent in a written form. A client completes and signs a form documenting the client's understanding of the options and risks of participating or sharing data in an HMIS system and consenting to such participation and data sharing. The signed document is then kept on file at the agency.

Pima County Homeless Management Information System

Protocol for the Governance of the Homeless Management Information System in Pima County, Arizona

I. Purpose

Pursuant to the requirements established by the U.S. Department of Housing and Urban Development (HUD), this Protocol sets forth the intended governance structure for the operation of the Homeless Management Information System (HMIS) in Pima County, Arizona. This Protocol defines the intended roles of the various entities that provide services to homeless people in Pima County. In order to ensure an effective, efficient, and secure system, this Protocol includes: general parameters for the system, confidentiality and security practices, network operations, and HMIS user training availability.

II. Glossary

Agency
Administrator: An HMIS user who is designated by a participating agency as the primary contact for all communication regarding Pima County HMIS at that agency and to fulfill the responsibilities of that designation.

AHAR: Annual Homeless Assessment Report, an official report to the U.S. Congress

APR: Annual Performance Report, a report required by HUD

Client: An individual who is receiving homeless or homelessness prevention services from an HMIS participating agency about whom service data is tracked in HMIS.

CoC: The Continuum of Care

CSET: Pima County Community Services, Employment and Training Department

Continuum of Care: A geographically based group of representatives that carries out the planning responsibilities of the Continuum of Care program, as directed by the HUD Continuum of Care Program Regulations (24 CFR Part 578.) In Pima County, the Continuum of Care is the Tucson Pima Collaboration to End Homelessness.

Data Subcommittee:	The purpose of the Data Subcommittee is to develop HMIS policies and procedures and to coordinate and analyze data for the monitoring of the continuum performance.
Grantee:	Pima County through CSET
<u>HMIS:</u>	Homeless Management Information System; electronic database utilized by member agencies to track the provision of services to and needs of homeless people within the geographic boundaries of Pima County.
<u>HMIS Committee:</u>	The HMIS Committee provides guidance to TPCH, including planning, software selection, implementation and administration of the database according to HUD's HMIS Data and Technical Standards. Active participation on this Committee is mandatory for all organizations that have licensed users of HMIS.
<u>HMIS Lead Agency:</u>	Pima County, HUD HMIS Grantee responsible for coordination of the HMIS.
<u>HMIS Users:</u>	Members of participating agencies authorized to access and enter data into HMIS
HUD:	U.S. Department of Housing and Urban Development
<u>NOFA:</u>	Notice of Funding Availability issued by HUD for CoC funds
Participating Agencies:	Community and faith-based organizations, government entities, businesses and individuals that participate in the CoC and provide services to homeless persons.
TPCH:	Tucson Pima Collaboration to End Homelessness, a coalition of community and faith-based organizations, government entities, businesses and individuals committed to the mission of reducing homelessness and to addressing the challenges associated with homelessness in Pima County. TPCH is the Continuum of Care in Pima County and is the lead decision-making group for homeless services funded by the HUD Continuum of Care Program, which includes HMIS, and represents the geographic area of Pima County.
Vendor:	Bowman Systems, L.L.C., contractor providing ServicePoint, the HMIS software, a contractor to Pima County

III. Background

The Pima County HMIS meets the HUD requirements to record and store client-level information on the characteristics and service needs of homeless persons. This system utilizes a software application called ServicePoint, which is operated by the vendor. Pima County CSET provides technical assistance and support. The CoC brings together homeless assistance providers within the community to create a more coordinated and effective housing and service delivery system.

In order to meet the federal requirements for HUD CoC funding, the CoC utilizes HMIS to collect client information, to prepare the APR, and to report aggregate community-wide data as required.

Non HUD funded homeless service providers are encouraged to participate in HMIS to provide a comprehensive source of available services and identify gaps in services within Pima County.

All HMIS participating agencies are required to be members of the CoC and attend the monthly HMIS committee meetings. All HMIS participating agencies are required to complete an Agency Agreement and accept the conditions, requirements, and regulations of HMIS participation. Each agency is encouraged to identify a high-level user who can accept the responsibility of an Agency Administrator and complete the required training.

IV. General Parameters and Goals for HMIS Implementation and Use

- A. HMIS Lead Agency and the CoC shall work cooperatively to:
1. Develop HMIS policies, procedures, and support to meet HUD requirements and to maximize the utility of HMIS.
 2. Prioritize use of HMIS funding to meet HUD requirements. Uses will include, but are not limited to: determination of license distribution, user access levels, training, reporting, technical support, and addition of software modules components.
 3. Develop and submit the CoC application.
 4. Develop strategies to secure local match funds.
 5. Regularly review HMIS data and reports required by HUD.
 6. Encourage participating agency compliance with all Federal and State laws and regulations relating to the operation of HMIS.
 7. Encourage HMIS user compliance with HUD HMIS Data Standards relating to the collection, storage, retrieval, and dissemination of client data.

8. Encourage the use of HMIS data to inform policy decisions and to establish CoC performance measures.
9. Adhere to the HMIS grant parameters.
10. Select an HMIS software system and technical support provider.

B. HMIS Lead Agency will:

1. Designate liaison(s) to coordinate HMIS efforts with HUD and the CoC.
2. Attend and, when appropriate, provide input at TPCH HMIS Committee meetings.
3. Provide the CoC with reports regarding HMIS utilization.
4. Pursuant to County procurement policies and procedures, procure and administer the vendor and consultant contracts related to the HMIS grant and abide by the terms and conditions of such contracts.
5. Remain in good standing with HUD as an HMIS Grantee.
6. Submit reports required of the HMIS Grantee to HUD in a timely manner.
7. Prepare of the AHAR and provide AHAR to the CoC.
8. Provide HMIS data to the CoC.
9. Upon request and approval of the CoC, provide HMIS data to local, state or Federal entities.
10. Be the sole contractor for HMIS software and services with Vendor.

C. The CoC will:

1. Ensure that:
 - a. The CoC approves and submits the HMIS and CoC application.
 - b. Participating agencies implement HUD HMIS standards.
2. Monitor HMIS and review successes and failures to validate system effectiveness.

3. Elect a CoC member representative to chair the HMIS Committee and serve as liaison for coordinating HMIS efforts with the HMIS Lead Agency, HMIS Committee and participating agencies.
4. Educate and instruct participating agencies through the HMIS Committee:
 - a. To collect accurate data from consenting clients as mandated by HUD.
 - b. Not to transmit information in violation of any Federal or State laws or regulations, including, but not limited to, copyright law, protected trade secrets, obscenity, or threats.
 - c. Not to release HMIS data to any person, agency, or organization other than the CoC, other participating agencies, HUD, and the HMIS Lead Agency, unless specific consent is received from the client and approved by the CoC.
 - d. That HMIS Lead Agency is the sole contractor for HMIS software and services with Vendor and that participating agencies and HMIS users cannot instruct Vendor to act outside the scope of their contracts with Pima County.
5. Develop HMIS policies and procedures in conjunction with the HMIS Lead Agency, as required by HUD.

V. Network Operations

A. Pima County/HMIS Lead Agency

1. With regard to the HMIS Vendor, Pima County as HMIS Lead Agency:
 - a. Retains all authority for the administration of vendor and consultant contracts.
 - b. Will be the sole liaison with the Vendor for any contract performance issues.
 - c. Will monitor performance of Vendor to ensure that necessary technical support and the appropriate training to HMIS users is provided.
 - d. Will ensure that Vendor is required to provide an Information Services Help Desk for HMIS-related questions

from participating agencies.

2. Will monitor software and license use. Pima County or the Vendor, in consultation with Pima County, may restrict participating agency access to HMIS for inappropriate use or terminate a participating agency's licenses to maintain the integrity of the HMIS.
3. Will provide HMIS implementation, operations and expansion services, as required by HUD.
4. Will provide trained and qualified personnel to assist all users with the following services and support:
 - a. Training
 - b. Reporting
 - c. Meetings/Facilitation
 - d. Security
 - e. Project Management
 - f. Technical Assistance & Support
 - g. Data Quality Monitoring
 - h. System Administration
 - i. Data Analysis Support
 - j. HMIS Regulatory Compliance
 - k. Support for all HUD programs including, but not limited to: CoC Programs, Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and Supportive Services for Veteran Families (SSVF).

B. Participating Agency

Each participating agency will be required to:

1. Complete an HMIS Participating Agency Agreement.
2. Identify an Agency Administrator, if appropriate, and submit an Agency Administrator Agreement.
3. Warrant that all individuals entering or accessing HMIS data have completed HMIS training, signed User Agreement and are approved by both the participating agency and the HMIS Lead Agency prior to being allowed to use HMIS.
4. Ensures that no user shares his or her login and password under any circumstance.
5. Establish and enforce agency-level HMIS policies and procedures.

6. Maintain an electronic data security program, Internet connectivity, and computer equipment to meet data standards and regulations.
7. Take all necessary precautions to prevent any destructive or malicious program from being introduced to the System, including virus protection software.
8. In the event that a virus, worm or other malicious code is introduced to HMIS through the agency's computer network, notify Pima County immediately and employ all appropriate resources to efficiently disinfect the systems as quickly as possible.
9. Immediately notify Pima County either prior to, or immediately upon, user change.
10. Monitor use of HMIS and insure HMIS users comply with license requirements.
11. Recognize that the HMIS Lead Agency is the sole contractor for HMIS software and services with Vendor and that participating agencies and HMIS users cannot instruct Vendor to act outside the scope of their contracts with Pima County.
12. Execute and comply with the terms of:
 - a. HMIS Participating Agency Agreement; and
 - b. The HMIS Data Sharing Agreement

VI. Security

A. Pima County:

1. Will assign HMIS user licenses and login IDs.
2. May deny HMIS access to any HMIS user.
3. Will maintain copies of all HMIS Agreements.
4. Monitor license usage including inactivating, deleting, or terminating users as required.
5. Reset passwords.
6. Create and manage "Enter Data As" (EDA) and reporting groups set up.

7. Assign ART licenses as required.
8. Set up and maintain visibility settings for data sharing/data security for all assessments and data types as directed.
9. Maintain security setup as required by HUD technical standards.

B. TPOCH:

1. Will identify each participating agency authorized to use HMIS.
2. Through the HMIS Committee, will monitor each participating agency to insure that:
 - a. HMIS users are properly trained in HMIS use and security.
 - b. Participating agencies agree to keep login IDs and passwords confidential and assure that HMIS users do not share with anyone.
 - c. Internal security protocols are established and followed to prevent unauthorized utilization, access or transmission of HMIS data.
 - d. That HMIS equipment, data, and software is secured and access is limited only to users who have completed training and have a specific job-related need.
3. Will develop a process for dealing with the violations of any of the HMIS information security protocols.
4. Will immediately notify Pima County of any deletion of an authorized participating agency to insure timely deactivation of the HMIS user IDs and passwords.

VII. Amendments

Amendments, including additions, deletions, or modifications to this Protocol may be proposed in writing by either TPOCH or Pima County. Proposals will be presented to the CoC for consideration. If approved by the CoC, TPOCH and Pima County will amend the Protocol. Amendments will be effective only when in writing and executed by the Parties.


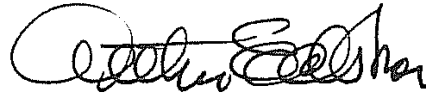
VIII. Attachment

The following documents are important to the functioning of HMIS and are, therefore attached:

- A. Tucson Pima Collaboration to End Homelessness- Operating Policies (most recently amended version)
- B. HMIS Participating Agency Agreement
- C. Pima County HMIS Agency Administrator Agreement
- D. HMIS User Agreement
- E. HMIS Data Sharing Agreement

IX. Agreement

This Protocol, signed by Pima County, as the HMIS Lead Agency, and TPCH defines the governance roles in relation to HMIS. Both Parties acknowledge that this Protocol shall serve as the written agreement between the Continuum of Care and the HMIS Lead Agency required by HUD.

	1/16/14			1-16-14
TPCH Chair	Date		Art Eckstrom	Date
Tucson Pima Collaboration to End Homelessness			Director	
David Roun			Pima County Community Services,	
Print TPCH Chair Name			Employment and Training Department	
			2797 E. Ajo Way, 3 rd Floor	
			Tucson, Arizona 85713	

Pima County Homeless Management Information System (HMIS)

Entry & Exit Policy

Approved February 23, 2016

The Tucson Pima Collaboration to End Homelessness (TPCH) recognized the important of consistent data entry in HMIS. HMIS is a client record-keeping system and its goal is to accurately reflect the activities of clients and services provided by providers throughout Pima County. HMIS Entry/Exit dates for a client mirror when the service and/or residence actually begins and ends. TPCH adopts for the data entry requirements for each of the following:

Emergency Shelter- All clients must be entered/exited in HMIS for all Emergency Shelter programs within 48 hours (2 business days) of their entry/exit in the program.

Permanent Supportive Housing- All clients must be entered/exited into HMIS for all Permanent Housing programs within 5 business days of their entry/exit in the program.

Rapid Re-Housing- All clients must be entered/exited into HMIS for all Rapid Re-Housing programs within 48 hours (2 business days) of their entry/exit in the program.

Transitional Housing- All clients must be entered/exited in HMIS for all Transitional Shelter programs within 48 hours (2 business days) of their entry/exit in the program.

Supportive Services Only-

Street Outreach- An Outreach Engagement/Enrollment for each client must be entered into HMIS for Street Outreach programs within 48 hours (2 business days) of the initial Engagement/Enrollment. All contacts should be entered into HMIS within 48 hours (2 business days) of their AFTER initial Engagement/Enrollment and subsequently after each additional contact.

Clients should be exited after 6 months if no additional contacts or engagements occur after initial Engagement/Enrollment. If possible, clients should be exited from Outreach after entering a permanent housing program.

Day Center- All clients must be entered/exited in HMIS for all Day Shelter programs within 48 hours (2 business days) of their entry/exit in the program. Clients should be exited after 6 months if no additional contacts or engagements occur after initial Engagement/Enrollment.

Case Management- All clients must be entered/exited in HMIS for all Case Management only programs within 48 hours (2 business days) of their entry/exit in the program. Clients should be exited after 6 months if no additional contacts or engagements occur after initial Engagement/Enrollment.

TUCSON PIMA COLLABORATION TO END HOMELESSNESS

Pima County

Homeless Management Information System (HMIS)

Security Plan

Approved August 26, 2014

HMIS SECURITY PLAN

The goal of the HMIS Security Plan is to ensure that HMIS data is collected, used, and maintained in a confidential and secure environment at all times. The HMIS Security Plan applies to the HMIS Lead/Administrator, HMIS participating agencies, and the HMIS Bowman software. These standards apply to all client information that is collected in the HMIS or through comparable databases.

The purpose of this document is to outline security standards and define the parameters of compliance with these standards. These standards represent a minimum level of security required for all HMIS participating agencies. Another key purpose of this document is to describe how the HMIS Lead/Administrator and HMIS vendor software meet and maintain security requirements established in HUD's security standards.

LEVELS OF USER ACCESS AND SECURITY

Each HMIS Participating Agency will maintain a written policy detailing organizational management control over access authorization, user levels, and the internal process for activating new HMIS users. The HMIS Administrator will be solely responsible for establishing new users in the HMIS.

HMIS Participating Agencies must establish an internal point of contact, known as the Agency Administrator, for establishing new users with the HMIS Administrator. Individual staff should not email or request new HMIS users or HMIS program changes without permission from the Agency Administrator. Directors should be copied on the correspondence so that they are aware of new user requests.

The Pima County HMIS has four levels of user types:

- 1) ***Volunteer*** –HMIS users are assigned to programs at an agency to view and modify client records and can be assigned 'Enter Data As' rights for programs outside of their agency.
- 2) ***Agency Staff*** – HMIS users are assigned to programs at an agency to view and modify client records, can be assigned 'Enter Data As' rights for programs outside of their agency and update their agency's 'system news'.
- 3) ***Case Manager II***– HMIS users are assigned to program at an agency to view and modify client records and goals/action steps, can be assigned 'Enter Data As' rights for programs outside of their agency, and update their agency's 'system news'. This user can also access the Call Point module, modify case managers, and run agency reports.

4) **Case Manager III**– HMIS users are assigned to program at an agency to view and modify client records and goals/action steps, can be assigned 'Enter Data As' rights for programs outside of their agency, and update their agency's 'system news'. This user can also access the Call Point module, modify case managers, and run agency reports. This user has an 'agency administrator' view of all programs within their agency.

An agency must identify the both the type of user and programs each user should access within their agency. The Agency Administrator must maintain listings of active users and notify the HMIS Administrator immediately (within 24 hours) of any HMIS users that are no longer employed with the agency.

SECURITY INCIDENT PROCEDURES

All HMIS Participating Agencies and their authorized users must abide to the terms of the HMIS agreements. Failure to fulfill these agreements may result in immediate termination of HMIS access until issues are resolved.

All breaches related to security or privacy must be reported to the HMIS Lead immediately (within 24 hours) of discovery. The HMIS Participating Agencies assumes all liability due to data breaches or risk of incident within their organization.

All HMIS users are obligated to report suspected instances of noncompliance with these Standards that may leave HMIS vulnerable to intrusion or compromise client information. The HMIS Lead Agency/Administrator is responsible for reporting any security incidents involving the real or potential intrusion.

All HMIS users will report any incident in which unauthorized use or disclosure of client information has occurred. Security breaches that have the possibility to impact the HMIS must be reported to the HMIS Participating Agency Administrator who notified the HMIS Lead Agency/Administrator. Each HMIS Participating Agency will maintain and follow all procedures established by the HMIS Lead Agency, HMIS software, and Continuum of Care related to thresholds for security incident reporting.

The HMIS Lead Agency staff, in conjunction with the HMIS Administrator will review violations and recommend corrective and disciplinary actions. Each TPCP Partner Agency will maintain and follow procedures related to internal reporting of security incidents.

AUDIT AND ACCESS CONTROLS

The HMIS Lead Agency will maintain an accessible audit trail that allows the monitoring of user activity. The HMIS will also authenticate user activity via Internet Protocol (IP) address and prevent simultaneous user access.

All HMIS users are setup so that the HMIS uses the IP to validate the user. At no time and under no circumstance should an HMIS user share their user login and password or allow anyone to use their license. Each user is assigned a license.

PERSONNEL AUTHENTICATION & PASSWORD PROTOCOLS

All users are required to attend New User Training to obtain an HMIS license.

The below outlines password and user inactivity protocols for the each HMIS user:

- 1) All passwords must be unique,
- 2) All passwords must be rotated every 45 days,
- 3) All passwords must be in a prescribed format,
- 4) Upon the third unsuccessful login try, users will be locked out of the system and the HMIS administrator must reset.
- 5) All users with no login activity for at least 45 days will be automatically inactivated.

Locked out users will have to contact the HMIS administrator to have their account reactivated. All users with no login activity for at least 90 days will be automatically deactivated. The HMIS Administrator must be notified and will then have to reactivate. Users who reactivate after 6 months will be required to attend a New User Training for their license to be reactivated.

PUBLIC ACCESS PROTOCOLS

Program staff should be present to monitor workstations containing access to the HMIS. Additionally, when workstations are not in use and staff are not present, steps should be taken to ensure that the computers and data are secure and not usable by unauthorized individuals. After a short amount of time, workstations should automatically turn on a password protected screen saver when the workstation is temporarily not in use. Password protected screen savers are a standard feature with most operating systems and the amount of time can be regulated by the HMIS Participating Agency. If staff from an HMIS Participating Agency will be gone for an extended period of time, staff should log off the data entry system and shut down the computer. The HMIS will automatically log users out after 15 minutes of inactivity.

MALWARE AND VIRUS PROTECTION WITH AUTO UPDATE

HMIS Participating Agencies accessing the HMIS must protect the system by using commercially available malware, virus protection software, and must also maintain a secure firewall.

The HMIS Software Provider places firewalls on all data-hosting servers and regularly monitors all activity.

DISASTER PROTECTION AND RECOVERY

The HMIS Software Provider is contractually required to back up all HMIS data. Data back- up is conducted every 24 hours and is maintained using both power and alternative power systems at a different location from the primary HMIS server.

ENCRYPTION

SSL (Secure Sockets Layer) is standard security technology for establishing an encrypted link between a website and a browser. The HMIS Software Provider ensures that HMIS SSL certificates are maintained and the SSL encryption ONLY encrypts data going across the Internet to the end-user's web browser. The traffic that then flows between the server and the end-user's workstation is encrypted using the SSL certificate installed on that server.

At no time should client information be sent un-secured outside the HMIS software. Any email or other electronic correspondence regarding should be secured by the user and HMIS Participating Agency.



HMIS PARTICIPATING AGENCY AGREEMENT

Pima County Homeless Management Information System (HMIS)

This agreement is entered into by and between the Pima County, through the Community Services, Employment and Training Department ("CSET"), and _____

_____, ("AGENCY") located at _____

The U.S. Department of Housing and Urban Development ("HUD") and the Tucson Pima Collaboration to End Homelessness ("TPCH"), the local Continuum of Care ("CoC"), have designated CSET the Homeless Management Information System ("HMIS") Grantee. As the HMIS Grantee, CSET is the HMIS Lead Agency responsible for implementing and operating the HMIS system and data collection requirements. The "HMIS System" is an internet-based management information software system.

This Agreement shall be effective on the date signed below and shall remain in effect until terminated in writing by either Party or until HUD and/or the CoC require execution of a new Agreement.

By signing below, the Parties agree to the following **Terms, Conditions and Responsibilities**:

A. **CSET**. CSET will perform the duties of the HMIS Lead Agency, which include, but are not limited to:

1. Approve use of HMIS System by AGENCY.
2. Procure, and retain sole ownership of, HMIS hardware and software.
3. Require the HMIS software developer to provide disaster recovery and data security controls.
4. Control the use and dissemination of all data entered into the HMIS System, pursuant to HUD regulations and the TPCH HMIS Protocol.

B. **AGENCY**. AGENCY provides services through various HUD-funded agreements that require it to enter data into the HMIS system. To use the HMIS System, AGENCY shall:

1. Ensure that Agency Administrator(s), or, if no Agency Administrator is available, an HMIS User, attends all mandatory HMIS Committee meetings and communicates HMIS business with other Agency HMIS Users.
2. Follow HMIS Procedures regarding timely entry of data into HMIS System.

3. Maintain a high level of data quality, ensuring that such quality is reviewed no less than monthly.
4. Immediately resolve data discrepancies and inconsistencies to ensure data integrity and accuracy for reports to HUD and the CoC.
5. Ensure that, if AGENCY uses the HMIS System to maintain data on non-HUD funded client services, such use has no impact on the data integrity and operation of the HMIS System.
6. Determine the specific individuals that will be allowed to enter data into the HMIS System, obtain authorization from CSET for each individual to use the HMIS System, and obtain a license for each specific individual. **AGENCY MAY NOT ALLOW AN INDIVIDUAL TO ACCESS THE HMIS SYSTEM PRIOR TO CSET AUTHORIZATION AND PROPER LICENSING.**
7. Ensure that each individual authorized to enter data into the HMIS System has a secure user ID and password. **UNDER NO CIRCUMSTANCES SHALL AGENCY ALLOW THE SHARING OF USER IDS AND PASSWORDS NOR THE USE OF AN USER ID AND PASSWORD BY ANY INDIVIDUAL NOT SPECIFICALLY AUTHORIZED BY CSET.**
8. Notify CSET immediately when an authorized HMIS User leaves the Agency's employment and ensure that no other individual has the ability to use that individual's HMIS System user ID and password.
9. Contact CSET regarding HMIS System software and technical assistance needs. Absent written approval from CSET, **AGENCY MAY NOT CONTACT THE HMIS SYSTEM SOFTWARE PROVIDER FOR ANY REASON, INCLUDING REQUESTING MODIFICATION OF THE SOFTWARE.**
10. Ensure that all authorized HMIS Users adhere to the HMIS Privacy Policies and Protocols and develop an internal HMIS Privacy Policy to prevent unauthorized, inappropriate, or illegal use of the data entered into the HMIS System.
11. Obtain a signed "Client Release of Information" form from each client and ensure that the executed releases are maintained in a secure and controlled location.
12. Designate at least one Agency Administrator to monitor AGENCY's use of the HMIS System and adherence to all privacy policies and CSET and CoC directives.
13. Comply with HUD HMIS Data and Technical Standards which is attached as **Exhibit A**, except when these Standards conflict with Arizona law. In such cases, Arizona law supersedes these Standards.
14. Ensure staff workstations are configured in a manner that prevents access to and viewing of the HMIS System data by anyone not specifically authorized and approved to see the data.

15. Not export client data from the HMIS System to any other organization, entity, government unit or person without first obtaining written permission from CSET.

16. Maintain secure Internet connectivity and computers for approved HMIS users.

C. **Indemnification.** AGENCY shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the SUBGRANTEE, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Grant Agreement.

D. **Termination.** CSET has the right to terminate this Agreement at any time it determines that AGENCY has failed to comply with its responsibilities under this Agreement.

AGENCY agrees to abide by the terms, conditions and responsibilities set forth in this Letter of Agreement. CSET agrees to perform the responsibilities set forth above. Further, CSET hereby authorizes AGENCY to use the HMIS System in the conduct of its activities pursuant to the terms and conditions set forth above. This Agreement supersedes and replaces any other agreement, oral or written, regarding the use of the HMIS System.

AGENCY (authorized signature):

Executive Director

Date

CSET (approval):

Director

Date



Pima County HMIS Agency Administrator Agreement

Agency Name "Agency"

Agency designates the following individual as HMIS Administrator: _____
The Agency HMIS Administrator is the primary contact for all communication regarding Pima County HMIS at this agency. Agency will ensure that the HMIS Administrator complies with all requirements set forth below. The Agency Administrator must acknowledge acceptance of the following responsibilities by initialing in the space provided:

- _____ Coordinate Confidentiality Training, when available.
- _____ Maintain executed "Client Release of Information" forms in a **secure** location.
- _____ Request username and password authorizations from the Pima County HMIS Administrator for HMIS user at Agency.
- _____ Monitor user adherence to workstation security and client information confidentiality policies.
- _____ Ensure adherence to both the Agency's and Pima County's HMIS Protocols, policies and procedures.
- _____ Provide technical support to Agency HMIS users, as needed.
- _____ Regularly check accuracy of data entered into HMIS by Agency HMIS users, provide training and guidance.
- _____ Monitor use of HMIS for data quality and timeliness.
- _____ Regularly run data quality reports and work with Agency's HMIS users to implement corrective measures, as necessary.
- _____ Immediately cancel Agency's HMIS user authorization upon separation of user from Agency.
- _____ Notify Pima County HMIS Administrator of any changes in authorized users.

I understand and agree to comply with all statements initialed above.

Print Partner Agency Administrator Name

Partner Agency Administrator Signature

Date

Partner Agency Executive Director Signature

Date

Pima County HMIS Lead Agency Signature

Date

Pima County HMIS Partner Agency User Agreement (rev. 10/22/2012)

Page 1 of 1



Pima County HMIS User Agreement

_____("Agency" or "Employer")
Agency Name

Agency designates the following individual as an HMIS User: _____
HMIS User Name

The above-named HMIS User is an individual who works directly with clients to obtain information from and enter data regarding clients into the Pima County Homeless Management Information System ("HMIS System") or who accesses the data from the HMIS System in the course of performing his or her duties for the Agency. Agency will ensure that this HMIS User complies with all requirements set forth below.

My initials in the spaces provided below, and my signature, are proof that I understand, accept and agree to comply with the following HMIS System User requirements:

1. **HMIS DATA CONFIDENTIALITY:**

_____ **The information entered into the HMIS system is sensitive and confidential, and is not to be shared, disseminated, discussed or otherwise disclosed,** except as specifically instructed by my Employer or as directed in writing by the client.

_____ **Unauthorized, inappropriate, or illegal use of the data entered into the HMIS System may subject me to discipline and/or criminal penalties.**

_____ The data that I am able to access in the HMIS System is not to be viewed by or shared with any other HMIS User either in my Agency or in another Agency unless specifically authorized by my Employer and the Pima County HMIS System Manager or as specified in a written request of the client.

_____ I may only view, obtain, disclose or use data in the HMIS System as necessary to perform my job duties and responsibilities associated with providing services to my Agency's clients.

_____ Information in the HMIS System about an individual client may only be shared with that client.

_____ I must immediately report any suspected or actual security breach to the HMIS Agency Administrator or the Pima County System Administrator.

2. **HMIS USER ID AND PASSWORD CONFIDENTIALITY:**

_____ My HMIS user ID and password **may not be accessible to, shared with or given to any other person.**

_____ My HMIS user ID and password will be kept in a secure location that prevents anyone else from seeing and learning what they are.

_____ If I leave employment at the Agency, I will not give my HMIS user ID and password to anyone else in the Agency or to the new person assuming my job.

3. **COMPUTER SECURITY:**

_____ **I will never leave my computer unattended when I am logged into the HMIS System.**

_____ If I leave my computer and work area, I will log out of the HMIS System and close the internet browser.

4. **DATA ENTRY:**

_____ **The computer's automatic data saving must be set to occur every four (4) minutes.**

_____ HMIS data must be entered according to AGENCY policies and Pima County HMIS data standards.

_____ I will be careful when entering data into the HMIS System to be accurate.

_____ The following will NOT be entered into the HMIS System, unless a direct quote of a client AND essential to assessment, services or treatment:

_____ **Discriminatory comments** by or about any person regarding race, color, religion, national origin, ancestry, discrimination, age, sex, or sexual orientation.

_____ **Offensive language and/or profanity.**

5. **FAILURE TO COMPLY:**

_____ I may be subject to personnel action, including, but not limited to termination from employment or volunteer status with the Agency if I fail to comply with the provisions of this User Agreement.

Printed HMIS User Name

HMIS User Job Title

HMIS User Signature

Date

Agency Executive Signature

Date

HMIS Agency Administrator Signature

Date

Pima County HMIS Administrator Signature

Date

Pima County

**Homeless Management Information System
(HMIS)**

Privacy Plan

Approved August 26, 2014

COLLECTION OF PERSONAL INFORMATION

Personal information will be collected for HMIS only when it is needed to provide services, when it is needed for another specific purpose of the agency where a client is receiving services, or when it is required by law. Personal information may be collected for these purposes:

- To provide or coordinate services for clients
- To find programs that may provide additional client assistance
- To comply with government and grant reporting obligations
- To assess the state of homelessness in the community, and to assess the condition and availability of affordable housing to better target services and resources

Personal information is collected with the knowledge and consent of clients through the signing of the HMIS Client Consent to Release Information form. It is assumed that clients consent to the collection their personal information as described in this notice when they seek assistance from an agency using HMIS and provide the agency with their personal information. An implied consent is acceptable in certain situations, such as during Point-in-Time Street Count interviews.

If an agency reasonably believes that a client is a victim of abuse, neglect or domestic violence, or if a client reports that he/she is a victim of abuse, neglect or domestic violence, special precautions should be taken to protect the client and their personal information.

USE AND DISCLOSURE OF PERSONAL INFORMATION

The U.S. Department of Housing and Urban Development (HUD) and the agencies that fund programs require the use of HMIS when assisting people in need. Clients must give consent before their personal information is used or disclosed for any purpose. Each agency should provide their clients a list of HMIS Participating Agencies.

All agencies in the Pima County HMIS share the following information: name, date of birth and last four digits of the social security number. This sharing avoids the duplication of client records.

Personal information may be used or disclosed for the following purposes:

1. To provide or coordinate services to individuals and families. Agencies that may share client records with other organizations have a data sharing agreement, separate privacy policies and that may allow different uses and disclosures of the information. Clients may ask these agencies for the specific uses of their information. Some agencies work together (collaborate) on programs and share more detailed information. All agencies participating in HMIS must keep client information confidential and only use it for program purposes.
2. To carry out administrative functions such as required reports, legal audits, personnel, oversight, and management functions.
3. When required by law. Personal information will be released to the extent that use or disclosure complies with the requirements of the law.
4. To avert a serious threat to health or safety if:
 - a. the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public, and
 - b. the use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat.
5. To comply with government reporting obligations for homeless management information systems and for oversight of compliance with homeless management information system requirements.

Clients may withdraw permission to share their personal information in HMIS at any time. This request must be made in writing to the agency providing assistance. The agency where the client receives services will offer to explain any information that a client may not understand.

If the information listed in HMIS is believed to be inaccurate or incomplete, a client may submit a verbal or written request to have his/her information corrected. Inaccurate or incomplete data may be deleted, or marked as inaccurate or incomplete and supplemented with additional information.

LIMITS ON COLLECTION OF PERSONAL INFORMATION

Only personal information relevant for the purpose(s) for which it will be used will be collected. Personal information must be accurate and complete.

Client files become a permanent record in HMIS. Personal information may be retained for a longer period if required by statute, regulation, contract or another obligation.

LIMITS ON PARTICIPATING AGENCY USE OF HMIS CLIENT INFORMATION

The Pima County HMIS allows the sharing of some personal information and is an open data system. This system allows Participating Agencies to share client information in order to coordinate services for clients. However, Participating Agencies may not limit client service or refuse to provide service in a way that discriminates against clients based on information the Partner Agency obtained from HMIS.

COMPLAINTS AND ACCOUNTABILITY

Questions or complaints about the privacy policies and practices may be submitted to the agency where the client receives services. If no resolution can be found, the complaint will be forwarded to the agency's executive director.

Complaints specific to HMIS operation should be submitted to hmishelp@pima.gov. If no resolution can be found, the complaint will be forwarded to Pima County HMIS System Administrator, Pima County CSET Department.

All other complaints will follow the agency's grievance procedure as outlined in the agency's handbook.

All HMIS users (including employees, volunteers, affiliates, contractors and associates) are required to comply with this privacy notice. Users must receive and acknowledge receipt of a copy of this privacy notice.

Public Privacy Notice (Posted Sign)

Pima County Homeless Management Information System PRIVACY NOTICE

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND
DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THAT INFORMATION.
PLEASE READ IT CAREFULLY**

Effective Date: _____

Our Duty to Safeguard your Personal Information:

_____ (Agency Name) collects information about which clients utilize services that we provide. We will ask for your permission to enter the information we collect about you and your family (as applicable) into a program called the HMIS. Although the HMIS helps us keep track of your information, individually identifiable information about you is considered Personal Information. We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information.

We are also required to follow the privacy practices described in this Notice, although _____ (Agency Name) may have additional privacy practices. You may request a copy of this notice at any time.

How We May Use and Disclose Your Information:

We use and disclose aggregate information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Personal identifying information may not be used without your specific consent. We will not turn your information over to a national database. We must have your consent to use or disclose your information unless the law permits or requires us to make the use or disclosure without your permission. Please review the client consent form for further details.

Your Rights Regarding Your Information:

- You have the right to receive services even if you choose NOT to participate in the Pima County HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- You have the right to ask for information about who has seen your information.
- You have the right to view your information and change it, if it is not correct.

Pima County
Homeless Management Information System (HMIS)
Mandatory Collection Notice

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services, and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

HMIS Client Consent To Release Information

Homeless Management Information System in Pima County

_____ (AGENCY) participates in the Homeless Management Information System (“HMIS”). HMIS is a secure computer database kept for the Tucson Pima Collaboration to End Homelessness (“TPCH”), a group of agencies which work together to provide services for the homeless. Any information entered into HMIS is protected by passwords and encryption technology. Steps are taken to safeguard the information that is entered into HMIS, but no system is foolproof.

The U. S. Department of Housing and Urban Development and the agencies that fund our programs require us to use HMIS when assisting people in need. We also have to prepare reports from HMIS. The reports do not require the release of your personal identifying information.

Some agencies work together (collaborate) on programs and share more detailed information about their clients through HMIS. Collaborating agencies may share your information to better provide you with services. Any agency that views your information on HMIS must keep it confidential and use it only for program purposes.

Three things from HMIS are shared among all agencies that provide services to the homeless in Pima County. These are: your name; birthday; and the last four digits of your social security number. This sharing avoids the creation of more than one record about you in HMIS. Our Notice of Privacy Practices describes the ways in which your personal information could be used and disclosed by this agency.

By signing this form, you agree to let this agency enter your personal information into HMIS. YOUR NAME, BIRTHDAY AND LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER WILL BE SHARED WITH ALL OF THE AGENCIES ON THE ATTACHED LIST. If this agency has an agreement to collaborate with another agency to share additional information about you, this agency will, at your request, provide specific information about this collaboration.

I understand that:

- I am not required to sign this Consent to Release Information. My treatment, payments or eligibility for benefits will not be affected if I do not sign. If I do not sign my information will not be entered into HMIS.
- I understand that if this agency has a collaborative data sharing agreement it may share data entered into HMIS.
- This consent will not expire. I have the right to withdraw this permission to share my information at any time. I must give this agency written notice that I no longer want my information shared.
- This agency, TPCH, and the HMIS project cannot control, and are not responsible for, how another agency uses or discloses my information.

[] I would like a copy of this signed consent form.

[] I would like a copy of this agency’s Notice of Privacy Practices.

Client Signature

Date

Printed Client Name

Agency Staff Signature

Date

Printed Agency Staff Name

HMIS Participating Agencies: (as
of June 1, 2014)

American Red Cross Arizona
Housing and Prevention
Arizona Youth Partnership Bowman
Systems
Catholic Community Services
Chicanos por la Causa
City of Tucson
CODAC Behavioral Health Services
Pasadera Behavioral Health Network (Compass Healthcare/SAMHC) Compass
Affordable Housing
Cope Community Services Community
Partnership of Southern Arizona
Esperanza en Escalante Exodus
Community Services Gospel
Rescue Mission
La Frontera
La Paloma
Old Pueblo Community Services Open
Inn, Inc.
Our Family Services Pima
County Primavera
Foundation
Southern Arizona AIDS Foundation The
Salvation Army of Tucson TMM Family
Services
Tucson Preparatory School
Youth On Their Own

TUCSON PIMA COLLABORATION TO END HOMELESSNESS

PIMA COUNTY HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

DATA QUALITY PLAN

Adopted August 26, 2014

HMIS DATA QUALITY STANDARDS

The goal of the HMIS Data Quality Standards is to ensure that HMIS data are collected, entered, and maintained in a consistent, accurate, and timely manner at all times. The HMIS Data Quality Standards apply to the HMIS Lead, TPCP Participating Agencies, and the overall HMIS Bowman software. These standards apply to all data collected in the HMIS or uploaded through comparable databases.

The HMIS Lead Agency recognizes that agencies may have established their own data quality standards that meet the HUD data quality requirements and minimum standards set forth below. The purpose of this document is to outline those standards to all HMIS Participating Agencies and define the parameters of compliance with these standards. HMIS Participating Agencies may establish additional or more stringent data quality requirements. Another key purpose of this document is to describe how the HMIS Lead Agency will monitor and assist the HMIS Participating Agencies to meet and maintain data quality requirements established in HUD's HMIS standards. This document is subject to revisions based upon new HMIS requirements from HUD.

DATA COLLECTION REQUIREMENTS

Each HMIS Participating Agency will ensure that a minimum set of data elements, referred to as the Universal Data Elements (UDE's) and Program-specific Data Elements as defined by the HUD Data and Technical Standards, will be collected and/or verified from all clients at their initial program enrollment.

Each HMIS Participating Agency is required to enter data into the local Continuum of Care HMIS system. HMIS Participating Agencies must report client-level UDE's and Program-specific Data Elements using the required response categories detailed in the HUD Data and Technical Standards. These standards are already incorporated into the HMIS software.

Program entry and exit dates should be recorded upon any program entry or exit on all participants. Entry dates should record the first day of service or program entry with a new program entry date for each period/episode of service. Exit dates should record the last day of service in a program's housing or the last day a service was provided.

TIMELINESS AND FREQUENCY OF DATA ENTRY

Each HMIS Participating Agency will ensure that data is entered following the Continuum of Care approved Entry/Exit Policy.

Each HMIS Participating Agency must utilize their local Continuum of Care HMIS system for intake, service provision, and program exit data collection as required by the grant guidelines. Many of the program-specific data elements represent transactions that may change over time. Some data elements will only need to be captured at entry, exit, or on an annual basis, while other elements may need to be updated upon service provision, required annually, or when a change in income or employment status is necessary to enhance case management services.

DATA COMPLETENESS AND ACCURACY

Each HMIS Participating Agency will ensure a 100% standard of data completeness and accuracy for data entered into HMIS.

HMIS Participating Agencies will work toward ensuring that 100% of all required client- level UDE's and Program-specific Data Elements are entered correctly into the HMIS. Data collected and entered need to be complete. Each HMIS Participating Agency will make every attempt to collect and enter all required information on all persons served within each household during the time period the household is enrolled in the program.

Achieving adequate HMIS coverage is essential to ensuring that the records are representative of all the clients being served. Missing individual records may result in the inability to determine whether or not the characteristics of those served are significantly different than those that are included. A significant number of missing records may result in aggregate reports that do not accurately reflect the homeless population being served.

Data entered into an HMIS needs to be accurate. If valid data cannot be collected it should be entered as "client doesn't know" or "client refused to answer". Missing information can be acknowledged as missing, while inaccurate data, whether intentional or unintentional, is misleading and may result in the inability to accurately measure performance or report results.

DATA QUALITY MONITORING

The HMIS Lead Agency will perform regular data quality checks on the HMIS data.

On a regular basis, designated staff of the HMIS Lead Agency will perform data quality checks on the HMIS data. Any patterns of error at a HMIS Participating Agency will be reported to the Agency Administrator and/or Primary Contact Person. When patterns of error have been discovered, users will be required to correct data entry techniques and will be monitored for compliance.

Agencies are expected to run their own data quality reports so that they can monitor their own data quality and become more effective in serving persons who experience homelessness across the Continuum. TPCH Partner Agencies are expected to:

- Run and submit data completeness reports, data incongruities reports, and other data quality reports as required by HMIS Lead staff ;
- Notify HMIS Lead staff of findings and timelines for correction; and
- Rerun reports for errant agencies/programs to confirm data correction

DATA QUALITY TRAINING REQUIREMENTS

Each HMIS Participating Agency and user must complete an approved HMIS training before being given HMIS login credentials.

The HMIS Lead Agency will provide or arrange for regular HMIS training. It is recommended that all HMIS Participating Agencies identify a staff person from whom Agency users may also receive training. The Agency Administrator will notify the HMIS Lead when they have specific training needs for their end-users.

Reports training for Agency Administrators and other interested users will be made available as needed. These will include training on how to use Provider Reports in how to run existing reports in the Advanced Reporting Tool

(ART.

PIMA COUNTY HMIS SUPPORT

The HMIS Lead will assist agencies and programs to look for data quality, consistency and completeness errors by running reports and sharing them with HMIS users.

Samples of reports the HMIS Lead staff will run include, but are not limited to:

Monthly reports will normally be run the first week after the prior month ending. Some of these reports will be shared directly with TPCP and individual agencies.

- 0252 Data Completeness Summary and Detail
- Children Not in Households
- 0220 Data Incongruity Locator
- Clients Incorrectly at Level 1
- 0212 Duplicate Clients in ServicePoint

The HMIS Lead will run additional reports as needs arise or to assist the Continuum of Care or other HMIS Participating Agencies.



HMIS PARTICIPATING AGENCY AGREEMENT

Pima County Homeless Management Information System (HMIS)

This agreement is entered into by and between the Pima County, through the Community Services, Employment and Training Department ("CSET"), and _____

_____, ("AGENCY") located at _____

The U.S. Department of Housing and Urban Development ("HUD") and the Tucson Pima Collaboration to End Homelessness ("TPCH"), the local Continuum of Care ("CoC"), have designated CSET the Homeless Management Information System ("HMIS") Grantee. As the HMIS Grantee, CSET is the HMIS Lead Agency responsible for implementing and operating the HMIS system and data collection requirements. The "HMIS System" is an internet-based management information software system.

This Agreement shall be effective on the date signed below and shall remain in effect until terminated in writing by either Party or until HUD and/or the CoC require execution of a new Agreement.

By signing below, the Parties agree to the following **Terms, Conditions and Responsibilities**:

A. **CSET**. CSET will perform the duties of the HMIS Lead Agency, which include, but are not limited to:

1. Approve use of HMIS System by AGENCY.
2. Procure, and retain sole ownership of, HMIS hardware and software.
3. Require the HMIS software developer to provide disaster recovery and data security controls.
4. Control the use and dissemination of all data entered into the HMIS System, pursuant to HUD regulations and the TPCH HMIS Protocol.

B. **AGENCY**. AGENCY provides services through various HUD-funded agreements that require it to enter data into the HMIS system. To use the HMIS System, AGENCY shall:

1. Ensure that Agency Administrator(s), or, if no Agency Administrator is available, an HMIS User, attends all mandatory HMIS Committee meetings and communicates HMIS business with other Agency HMIS Users.
2. Follow HMIS Procedures regarding timely entry of data into HMIS System.

3. Maintain a high level of data quality, ensuring that such quality is reviewed no less than monthly.
4. Immediately resolve data discrepancies and inconsistencies to ensure data integrity and accuracy for reports to HUD and the CoC.
5. Ensure that, if AGENCY uses the HMIS System to maintain data on non-HUD funded client services, such use has no impact on the data integrity and operation of the HMIS System.
6. Determine the specific individuals that will be allowed to enter data into the HMIS System, obtain authorization from CSET for each individual to use the HMIS System, and obtain a license for each specific individual. **AGENCY MAY NOT ALLOW AN INDIVIDUAL TO ACCESS THE HMIS SYSTEM PRIOR TO CSET AUTHORIZATION AND PROPER LICENSING.**
7. Ensure that each individual authorized to enter data into the HMIS System has a secure user ID and password. **UNDER NO CIRCUMSTANCES SHALL AGENCY ALLOW THE SHARING OF USER IDS AND PASSWORDS NOR THE USE OF AN USER ID AND PASSWORD BY ANY INDIVIDUAL NOT SPECIFICALLY AUTHORIZED BY CSET.**
8. Notify CSET immediately when an authorized HMIS User leaves the Agency's employment and ensure that no other individual has the ability to use that individual's HMIS System user ID and password.
9. Contact CSET regarding HMIS System software and technical assistance needs. Absent written approval from CSET, **AGENCY MAY NOT CONTACT THE HMIS SYSTEM SOFTWARE PROVIDER FOR ANY REASON, INCLUDING REQUESTING MODIFICATION OF THE SOFTWARE.**
10. Ensure that all authorized HMIS Users adhere to the HMIS Privacy Policies and Protocols and develop an internal HMIS Privacy Policy to prevent unauthorized, inappropriate, or illegal use of the data entered into the HMIS System.
11. Obtain a signed "Client Release of Information" form from each client and ensure that the executed releases are maintained in a secure and controlled location.
12. Designate at least one Agency Administrator to monitor AGENCY's use of the HMIS System and adherence to all privacy policies and CSET and CoC directives.
13. Comply with HUD HMIS Data and Technical Standards which is attached as **Exhibit A**, except when these Standards conflict with Arizona law. In such cases, Arizona law supersedes these Standards.
14. Ensure staff workstations are configured in a manner that prevents access to and viewing of the HMIS System data by anyone not specifically authorized and approved to see the data.

15. Not export client data from the HMIS System to any other organization, entity, government unit or person without first obtaining written permission from CSET.

16. Maintain secure Internet connectivity and computers for approved HMIS users.

C. **Indemnification.** AGENCY shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the SUBGRANTEE, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Grant Agreement.

D. **Termination.** CSET has the right to terminate this Agreement at any time it determines that AGENCY has failed to comply with its responsibilities under this Agreement.

AGENCY agrees to abide by the terms, conditions and responsibilities set forth in this Letter of Agreement. CSET agrees to perform the responsibilities set forth above. Further, CSET hereby authorizes AGENCY to use the HMIS System in the conduct of its activities pursuant to the terms and conditions set forth above. This Agreement supersedes and replaces any other agreement, oral or written, regarding the use of the HMIS System.

AGENCY (authorized signature):

Executive Director

Date

CSET (approval):

Director

Date



HMIS Data Sharing Agreement

Pima County Homeless Management Information System (HMIS)

This agreement is entered into by and between the Pima County, through the Community Services, Employment and Training Department ("CSET"), and the following agencies:

____ ("Grantee");
____ ("Subrecipient");
____ ("Subrecipient");
____ ("Subrecipient"); and
____ ("Subrecipient") (collectively "the parties").

Grant project: _____ ("the grant").

This agreement establishes the rights and responsibilities of the parties associated with access to, sharing and use of the personal information obtained from clients and entered into the Pima County HMIS system.

The Parties agree as follows:

- A. **Data.** Grantee and Subrecipients, as participants in the grant, obtain, and enter into the Pima County HMIS System ("HMIS"), data from individual clients that contains personal, private, medical and confidential information that must be protected and secured. The information entered falls into two general categories:
1. **Basic Demographic Data.** Name, address (if any), age, date of birth, social security number, gender, ethnicity, race, veteran status, prior residence and program status; and
 2. **Sensitive Personal Data.** Income, benefits being received, education, employment, destination, disability, general health and medical conditions, as well as pregnancy, HIV/AIDS, behavioral health, legal, and domestic violence situation.
- B. **Data Sharing.** The parties warrant that, to efficiently and effectively provide services under the grant, Grantee and Subrecipient(s) must have access to clients' Basic Demographic Data. The parties further warrant that Grantee must have access to clients' Sensitive Personal Data from each Subrecipient in order to comply with the grant's reporting requirements.
1. **Subject to valid client authorization, each Subrecipient hereby authorizes Grantee to access the Basic Demographic Data and Sensitive Personal Data that it enters into HMIS to comply with the grant reporting requirements.**
 2. **Subject to valid client authorization, Grantee and each Subrecipient hereby authorizes Grantee and every other Subrecipient to access its Basic Demographic Data.** No Subrecipient shall have access to the Sensitive Personal Data of the Grantee or any other Subrecipient.

3. Grantee and each Subrecipient shall ensure that:
 - a. Any client information entered into HMIS, whether maintained electronically or on paper, is secured from access and use:
 - i. By any person, political subdivision, entity or agency, except the Grantee; and
 - ii. Unless the individual client has signed a Release of Client Information document to allow sharing between the Grantee and Subrecipient.
 - b. Client services are not negatively impacted or denied to an eligible client based on:
 - i. Information contained in the shared data; or
 - ii. A client's decision not to consent to the sharing of his or her data.
 - c. No one within its agency shall access or share information except as provided herein.
 - d. All collection, maintenance, access and sharing of client data complies with State and Federal law, rules and regulations governing confidentiality of patient records, including, but not limited to:
 - i. Confidentiality for Alcohol and Drug Abuse Patients (42 CFR, Part 2); and
 - ii. Health Insurance Portability and Accountability Act of 1996 (45 CFR, Parts 160 & 164) ("HIPAA").
 - e. Data is accessed only by properly authorized individuals within the organization and only as necessary to:
 - i. Determine client eligibility for homeless services; and
 - ii. Provide quality services to the individual client.
- C. **HMIS LEAD AGENCY**. CSET shall perform the duties of the HMIS Lead Agency as established by the U.S. Department of Housing and Urban Development. For purposes of this Agreement, CSET shall:
 1. Maintain current copies of all Data Sharing Agreements ("DSA") within the Pima County Continuum of Care.
 2. Authorize access to HMIS and data sharing among signatories to each DSA.

3. Work with HMIS vendors to ensure HMIS software is properly configured to:
 - a. Comply with the terms and conditions of each DSA: and
 - b. Ensure that Grantee and each Subrecipient have the necessary technical support to comply with grant reporting requirements.
 4. Monitor the use and dissemination of all data entered into HMIS to ensure compliance with applicable federal regulations and the Tucson Pima Collaboration to End Homelessness HMIS Protocol.
 5. Prohibit access to HMIS data by the Grantee or any Subrecipient that CSET finds has failed to comply with the terms of this Agreement or if this Agreement is terminated.
- D. **TERM.** This Agreement shall be effective on the date signed by all parties below and shall remain in effect until terminated in writing or until HUD and/or the CoC require execution of a new Agreement. This Agreement may not be amended.
- E. **TERMINATION.** The abilities of the parties to use and access HMIS data will be immediately withdrawn upon termination of this Agreement.
1. Any party may terminate this Agreement, by providing 30 days written notice of its intent to terminate. Such notice by a party shall constitute an automatic termination of this Agreement which will be effective on the 30th day after the date of notice.
 2. The provision of access to HMIS data to any person, government agency, entity or organization that is not a party to this Agreement shall constitute an automatic and immediate termination of the Agreement.
 3. Any attempt by any party to transfer or assign any rights or obligations set forth under this Agreement shall constitute an automatic and immediate termination of the Agreement.
 4. Should parties fail to cure any compliance problems within 15 calendar days of the date of written notice of a breach or problem, terminate this agreement.
- F. **ASSIGNMENT.** Grantee and Subgrantee(s) may not assign any rights or obligations under this Agreement without the express written permission of CSET and unless and until a new DSA is executed to account for the assignment.
- G. **INDEMNIFICATION.** Grantee and each Subrecipient shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal, administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Grantee and/or any Subrecipient, their agents, employees or anyone acting under their direction or control or on their behalf in connections with the performance of this Agreement.

H. **PRIOR AGREEMENTS.**

1. This Agreement supersedes and replaces any other agreement, oral or written, regarding access to and sharing of Basic Demographic Data and Sensitive Personal Data entered into and maintained in the Pima County HMIS system.
2. **This Agreement does not relieve any of the parties from the responsibilities established under the HMIS PARTICIPATING AGENCY AGREEMENTS and the HMIS USER AGREEMENTS executed by Grantee and each Subrecipient or the TUCSON PIMA COLLABORATION TO END HOMELESSNESS PROTOCOL.**

This document constitutes the entire Agreement between parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered, or extended.

HMIS Data Sharing Agreement

IN WITNESS WHEREOF, the parties agree to affix their signatures to execute this Agreement on the dates written below:

GRANTEE (authorized signature):

Director/Executive Director

Date

SUBRECIPIENT (authorized signature):

Director/Executive Director

Date

SUBRECIPIENT (authorized signature):

Director/Executive Director

Date

SUBRECIPIENT (authorized signature):

Director/Executive Director

Date

CSET (approval):

Director

Date



Pima County HMIS Agency Administrator Agreement

Agency Name "Agency"

Agency designates the following individual as HMIS Administrator: _____
The Agency HMIS Administrator is the primary contact for all communication regarding Pima County HMIS at this agency. Agency will ensure that the HMIS Administrator complies with all requirements set forth below. The Agency Administrator must acknowledge acceptance of the following responsibilities by initialing in the space provided:

- _____ Coordinate Confidentiality Training, when available.
- _____ Maintain executed "Client Release of Information" forms in a **secure** location.
- _____ Request username and password authorizations from the Pima County HMIS Administrator for HMIS user at Agency.
- _____ Monitor user adherence to workstation security and client information confidentiality policies.
- _____ Ensure adherence to both the Agency's and Pima County's HMIS Protocols, policies and procedures.
- _____ Provide technical support to Agency HMIS users, as needed.
- _____ Regularly check accuracy of data entered into HMIS by Agency HMIS users, provide training and guidance.
- _____ Monitor use of HMIS for data quality and timeliness.
- _____ Regularly run data quality reports and work with Agency's HMIS users to implement corrective measures, as necessary.
- _____ Immediately cancel Agency's HMIS user authorization upon separation of user from Agency.
- _____ Notify Pima County HMIS Administrator of any changes in authorized users.

I understand and agree to comply with all statements initialed above.

Print Partner Agency Administrator Name

Partner Agency Administrator Signature

Date

Partner Agency Executive Director Signature

Date

Pima County HMIS Lead Agency Signature

Date



Pima County HMIS User Agreement

_____("Agency" or "Employer")
Agency Name

Agency designates the following individual as an HMIS User: _____
HMIS User Name

The above-named HMIS User is an individual who works directly with clients to obtain information from and enter data regarding clients into the Pima County Homeless Management Information System ("HMIS System") or who accesses the data from the HMIS System in the course of performing his or her duties for the Agency. Agency will ensure that this HMIS User complies with all requirements set forth below.

My initials in the spaces provided below, and my signature, are proof that I understand, accept and agree to comply with the following HMIS System User requirements:

1. **HMIS DATA CONFIDENTIALITY:**

_____ **The information entered into the HMIS system is sensitive and confidential, and is not to be shared, disseminated, discussed or otherwise disclosed,** except as specifically instructed by my Employer or as directed in writing by the client.

_____ **Unauthorized, inappropriate, or illegal use of the data entered into the HMIS System may subject me to discipline and/or criminal penalties.**

_____ The data that I am able to access in the HMIS System is not to be viewed by or shared with any other HMIS User either in my Agency or in another Agency unless specifically authorized by my Employer and the Pima County HMIS System Manager or as specified in a written request of the client.

_____ I may only view, obtain, disclose or use data in the HMIS System as necessary to perform my job duties and responsibilities associated with providing services to my Agency's clients.

_____ Information in the HMIS System about an individual client may only be shared with that client.

_____ I must immediately report any suspected or actual security breach to the HMIS Agency Administrator or the Pima County System Administrator.

2. **HMIS USER ID AND PASSWORD CONFIDENTIALITY:**

_____ My HMIS user ID and password **may not be accessible to, shared with or given to any other person.**

_____ My HMIS user ID and password will be kept in a secure location that prevents anyone else from seeing and learning what they are.

_____ If I leave employment at the Agency, I will not give my HMIS user ID and password to anyone else in the Agency or to the new person assuming my job.

3. **COMPUTER SECURITY:**

_____ **I will never leave my computer unattended when I am logged into the HMIS System.**

_____ If I leave my computer and work area, I will log out of the HMIS System and close the internet browser.

4. **DATA ENTRY:**

_____ **The computer's automatic data saving must be set to occur every four (4) minutes.**

_____ HMIS data must be entered according to AGENCY policies and Pima County HMIS data standards.

_____ I will be careful when entering data into the HMIS System to be accurate.

_____ The following will NOT be entered into the HMIS System, unless a direct quote of a client AND essential to assessment, services or treatment:

_____ **Discriminatory comments** by or about any person regarding race, color, religion, national origin, ancestry, discrimination, age, sex, or sexual orientation.

_____ **Offensive language and/or profanity.**

5. **FAILURE TO COMPLY:**

_____ I may be subject to personnel action, including, but not limited to termination from employment or volunteer status with the Agency if I fail to comply with the provisions of this User Agreement.

Printed HMIS User Name

HMIS User Job Title

HMIS User Signature

Date

Agency Executive Signature

Date

HMIS Agency Administrator Signature

Date

Pima County HMIS Administrator Signature

Date

HMIS Client Consent To Release Information

Homeless Management Information System in Pima County

_____ (AGENCY) participates in the Homeless Management Information System (“HMIS”). HMIS is a secure computer database kept for the Tucson Pima Collaboration to End Homelessness (“TPCH”), a group of agencies which work together to provide services for the homeless. Any information entered into HMIS is protected by passwords and encryption technology. Steps are taken to safeguard the information that is entered into HMIS, but no system is foolproof.

The U. S. Department of Housing and Urban Development and the agencies that fund our programs require us to use HMIS when assisting people in need. We also have to prepare reports from HMIS. The reports do not require the release of your personal identifying information.

Some agencies work together (collaborate) on programs and share more detailed information about their clients through HMIS. Collaborating agencies may share your information to better provide you with services. Any agency that views your information on HMIS must keep it confidential and use it only for program purposes.

Four things from HMIS are shared among all agencies that provide services to the homeless in Pima County. These are: your name; birthday; the last four digits of your social security number; and Veteran Status. This sharing avoids the creation of more than one record about you in HMIS. Our Notice of Privacy Practices describes the ways in which your personal information could be used and disclosed by this agency.

By signing this form, you agree to let this agency enter your personal information into HMIS. YOUR NAME, BIRTHDAY, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER AND VETERAN STATUS WILL BE SHARED WITH ALL OF THE AGENCIES ON THE ATTACHED LIST. If this agency has an agreement to collaborate with another agency to share additional information about you, this agency will, at your request, provide specific information about this collaboration.

I understand that:

- I am not required to sign this Consent to Release Information. My treatment, payments or eligibility for benefits will not be affected if I do not sign. If I do not sign my information will not be entered into HMIS.
- I understand that if this agency has a collaborative data sharing agreement it may share data entered into HMIS.
- This consent will not expire. I have the right to withdraw this permission to share my information at any time. I must give this agency written notice that I no longer want my information shared.
- This agency, TPCH, and the HMIS project cannot control, and are not responsible for, how another agency uses or discloses my information.

[] I would like a copy of this signed consent form.

[] I would like a copy of this agency’s Notice of Privacy Practices.

Client Signature

Date

Printed Client Name

Agency Staff Signature

Date

Printed Agency Staff Name

10/2014

HMIS Participating Agencies:
(As of October, 2014)

American Red Cross Arizona Housing
and Prevention
Arizona Youth Partnership Bowman
Systems
Catholic Community Services Chicanos
por la Causa
City of Tucson
CODAC Behavioral Health Services Compass
Affordable Housing
Cope Community Services
Community Partnership of Southern Arizona Esperanza en
Escalante
Exodus Community Services Gospel
Rescue Mission
Green Valley Assistance Services La Frontera
La Paloma
New Beginnings Treatment Center Old Pueblo
Community Services Open Inn, Inc.
Our Family Services
Pasadera Behavioral Health Network (Compass Healthcare/SAMHC) Pima County
Primavera Foundation Southern Arizona
AIDS Foundation
The Salvation Army of Tucson TMM Family
Services
Tucson Preparatory School
Southern Arizona Veterans Administration
Youth On Their Own



Tucson Pima Collaboration to End Homelessness

Coordinated Entry Policies and Procedures

REVISION DATE: JANUARY 12, 2021

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Tucson Pima Collaboration to End Homelessness (TPCH) Coordinated Entry Policies and Procedures Manual

Purpose

This document and appendices define the TPCH Coordinated Entry System and state the system's operating policies and procedures.

The Coordinated Entry system is a client-centered process of standardized access and assessment and uniform referral priorities for coordinated referral and housing placement to ensure that people experiencing homelessness or at imminent risk of homelessness receive appropriate assistance with both immediate and long-term housing and service needs. (See Appendix for U.S. Department of Housing & Urban Development (HUD) Coordinated Entry requirements.)

The Coordinated Entry system employs a phased approach to assessment, which segments the collection of participant information into the following stages:

- Initial Triage – resolving the immediate housing crisis, identifying whether the CoC crisis response system is the appropriate system to address the potential participant's immediate needs.
- Diversion and/or Prevention Screening – the examination of existing participant resources and options that could be used to avoid entering the homeless system of care.
- Crisis Services Intake – information necessary to enroll the participant in a crisis response project such as emergency shelter or other homeless assistance projects.
- Initial Assessment – information to identify a participant's housing and service needs with the intent to resolve participant's immediate housing crisis.
- Comprehensive Assessment – information necessary to refine, clarify, and verify a participant's housing and homeless history, barriers, goals, and preferences. Assessment information supports the evaluation of participant's vulnerability and prioritization for assistance.
- Next Step/Move-On Assessment – information revealed or known after an Initial Assessment is conducted when that new information may suggest a revised referral strategy. Alternatively, reevaluating participants who have been stably housed for some time and who may be ready for less intensive housing and service strategies.

Geographic Area

TPCH encompasses Pima County and incorporated cities Marana, Oro Valley, Sahuarita, South Tucson and Tucson that are easily accessed by individuals and families seeking housing or services. CoC and ESG recipients all work together to ensure that coordinated screening, assessment and referrals for the Coordinated Entry are consistent. (See Appendix for link to geographic area maps.)

Communication

TPCH Coordinated Entry system process requires that all CoC projects exercise due diligence to identify and engage all persons experiencing homelessness within the CoC geographic area. Policies and procedures dictate that effective communication with individuals with disabilities is provided and appropriate auxiliary aids and services are in place such as braille, audio, large type,

assistive listening devices, sign language interpreters, wheelchair accessibility and Limited English Proficiency (LEP) assistance. (See Appendix for Communication Plan.)

Non-discrimination

The Coordinated Entry system operates a coordinated entry system that permits recipients of Federal and State funds to coordinate entry support with applicable civil rights and fair housing laws and requirements. Recipients and sub-recipients of CoC Program and ESG Program-funded projects must comply with the nondiscrimination and equal opportunity provisions of Federal civil rights laws, including the following:

- Fair Housing Act, which prohibits discriminatory housing practices.
- Section 504 of the Rehabilitation Act, which prohibits discrimination based on disability under any program or activity receiving Federal financial assistance.
- Title VI of the Civil Rights Act, which prohibits discrimination based on race, color or national origin under any program or activity receiving Federal financial assistance.
- Title II of the Americans with Disabilities Act, which prohibits public entities, which includes State and local governments and special purpose districts from discriminating against individuals with disabilities in all their services program and activities, which include housing and housing related services such as housing search and referral assistance.
- Title III of the American with Disabilities Act, which prohibits private entities that own, lease and operate places of public accommodations providing housing, from discriminating based on disability. (See Appendix for links to all above non-discrimination policies.)

Access Points

The TPOCH Coordinated Entry system uses a "no wrong door" approach through a standardized process from initial engagement to successful housing placement. Access Points are updated, and updates published regularly on the TPOCH website and other community venues. (See www.tpch.net/coordinatedentry for access points information sheet.)

Domestic Violence

Victim service providers offer, shelter, rapid rehousing and support services to victims of domestic violence. This means any individual or family who:

1. Is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, such as sex trafficking, that relate to violence against the individual or a family member, including a child that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
2. Has no other residence; and
3. Lacks the resources or support networks to obtain other permanent housing.

As part of Tucson/Pima County's Continuum of Care, Emerge Center Against Domestic Abuse serves as a Coordinated Entry Access Point specifically for victims of domestic violence. Emerge's wide range of intervention services include a 24/7 bilingual crisis hotline, emergency shelter, non-residential community-based and court-based services, and a housing stabilization program.

Housing services include one-time subsidies (in support of homelessness diversion), transitional housing, and permanent housing using a Rapid Re-housing model.

All persons requesting services through Emerge (including shelter and housing stabilization,) initially contact the hotline numbers: (520)795-4266 or 888-428-0101. The hotline support specialists provide immediate safety planning and crisis intervention, offer emotional support, assess the victim's risk for lethality, and match up their needs and goals with the services available through Emerge and/or other community resources. Victims at high risk of lethality are never denied or made to wait for emergency services, even when the emergency shelter facility is at full capacity. All program participants seeking housing services are connected to Emerge's housing stabilization program and/or the Continuum of Care's Coordinated Entry process, as appropriate.

Participants who are currently experiencing homelessness, interested in a housing referral and consent to participate in the TPCCH Coordinated Entry system will be entered into HMIS and a referral made to a housing provider as available. Participants who are currently experiencing homelessness, are interested in a housing referral but wish to maintain their secure identity will be referred to the TPCCH Coordinated Entry system using a special client ID and type of household (household with children or individual), age and VI-SPDAT score. These clients will be added to the Active By Name List for a referral to a housing provider as available. When the referral is made, the client will be provided the contact information for the housing program to contact directly.

Several mechanisms are in place within the Continuum of Care to ensure that the safety of domestic violence victims is addressed throughout the service delivery system. Emerge and the non-victim service providers work collaboratively to ensure that referrals are made to Emerge when domestic violence is a primary issue for a client and/or safety is an imminent issue for that client. Emerge also offers trainings to non-victim service providers on how to: 1) ensure basic safety needs are met for domestic violence victims while being served at their agencies, and 2) facilitate a warm hand-off to Emerge for extensive safety planning with victims. Domestic violence victims who choose not to engage with Emerge or receive domestic violence-specific services for any reason still receive housing services through non-victim service providers.

Emergency Services

The TPCCH housing crisis response includes various emergency shelters and motel voucher programs. Coordinated Entry is accessible through many of these emergency shelter locations or through outreach contacts, as indicated on the TPCCH Coordinated Entry Access Points information sheet.

In addition, there are various emergency crisis response options available 24 hours a day through the Crisis Response Center and the 911 response system including the Tucson Police Department, the Pima County Sheriff Department, and various fire departments across the geographic area. (See Appendix for information about crisis response assistance.)

Mainstream Resources

TPCCH ensures that people experiencing or at risk of homelessness have the support necessary to maintain stable housing or connect to mainstream resources. One-Stop, Arizona Long Term Care

System (ALTCS), Pima Council on Aging (PCOA), Arizona Health Care Cost Containment System (AHCCCS), SOAR/SSDI and Pima Community Access Program (PCAP) are all partners who collaborate with housing providers to connect individuals and families with needed mainstream resources at various locations throughout the community.

TPCH written standards ensure that agencies provide the support that people experiencing or at risk of homelessness need to maintain stable housing and connect to mainstream resources.

Diversion

Diversion is a service that helps families and individuals find safe and appropriate alternatives to using shelters and housing projects by trying to resolve problems through natural supports. It also helps prevent unnecessary needs-assessments (VI-SPDAT) for shelter and housing services.

TPCH is committed to reducing the homeless population by implementing best practices in providing prevention assistance and shelter diversion as part of the Coordinated Entry process. These practices will reduce new entries into homelessness by consistently offering prevention and diversion resources upfront. This will reduce the number of people entering the system unnecessarily while improving data collection and quality and providing accurate information on the type of assistance needed in the community.

Front-line workers are the key to a successful diversion policy. They prevent homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and if necessary connecting them with services and financial assistance to help them return to permanent housing.

At emergency shelters, TPCH encourages the use of a diversion tool, when possible, during the initial entry assessment process to help determine whether shelter entry is appropriate. If shelter staff determine that immediate shelter entry prior to use of a diversion tool is necessary, then staff will use a diversion tool as soon as possible after entry to help determine whether a continued shelter stay is appropriate.

At non-shelter housing program agencies, staff should ask prospective applicants to complete a homeless information sheet prior to an assessment meeting in order to determine their current housing status (Category 1, Category 2, or Category 4).

Agency staff should use the Triage Tool at the beginning of an assessment meeting to help determine if completion of the VI-SPDAT assessment tool is appropriate.

An example of the Triage Tool is in the Appendix.

Homeless Prevention Services

The Coordinated Entry homeless prevention assistance can aid households in preserving their current housing situation. Prevention services assist people who have the highest risk of becoming homeless but who also have a good chance of remaining housed if they receive assistance and divert those who have housing options to that option and away from homeless assistance.

If an individual or family is literally homeless, the VI SPDAT, F VI SPDAT or TAY VI SPDAT assessment with Coordinated Entry Data Elements should be completed and a referral made for Coordinated Entry Homeless Assistance.

If an individual or family is at risk of homelessness (1-14 days), the TPOCH Homelessness Prevention Prioritization Assessment with Coordinated Entry Data Elements should be completed and a referral made for Coordinated Entry Homeless Prevention.

Homeless Prevention referrals remain active up to 30 days. After the 30th day, the previous referral is longer valid, and a new Homelessness Prevention Prioritization Assessment should be completed.

Homelessness Prevention Prioritization

TPCH uses separate prioritization methodologies for projects operating standard Homelessness Prevention services and projects approved by the CoC to deliver Integrated Homelessness Prevention Access Point/Service Systems. All ESG-funded projects not authorized by TPOCH to provide Integrated Homelessness Prevention Access Point/Service Systems are required to follow the standard Homelessness Prevention prioritization and referral process.

Standard Homelessness Prevention Prioritization

Standard Homelessness Prevention referrals requested through the Coordinated Entry System are made within 2 business days of referral request based on the TPOCH Homelessness Prevention Prioritization Assessment scoring prioritization methodology defined below:

1. Top Priority: The TPOCH Coordinated Entry Committee, in consult with the TPOCH Lead Agencies and ESG recipients, establishes a top priority score threshold. The top priority threshold is reviewed and updated not less than every 60 days to account for changes in service demand and availability of homelessness prevention funds in the community. Households with assessment scores at or above the scoring threshold shall be included in the top priority pool.

Referrals from the top priority pool will be ordered based on the expected date of actual housing loss such that households with the most imminent housing loss are referred first.

If multiple households will experience housing loss in the same 5-day period, referrals of those households will be ordered based on Homelessness Prevention Prioritization Assessment scores such that households with the highest assessment score are referred first.

In the event that multiple households will experience housing loss in the same 5-day period and have the same housing assessment score, the following factors will be used as tie-breakers. Such households will continue through each tie breaker consecutively until the tie is broken.

Tie Breaker 1: Household has one or more prior evictions.

Tie Breaker 2: Household has experienced literal homelessness in the past 3 year.

Tie Breaker 3: Date of Homelessness Prevention Prioritization Assessment with oldest assessment receiving first referral.

2. Second Priority: Prioritization Assessment score is below currently established top priority threshold.

Referrals from the second priority pool will be made only if there are no households awaiting referral from the top priority pool. Referrals from the second priority pool will be made using the same prioritization methodology described for the top priority pool.

All persons with a score below 18 should be immediately referred to the Pima County Community Action Agency for possible eviction prevention assistance.

Standard Homelessness Prevention Referral Process

All COC and ESG funded programs, with the exception of those projects operating as designated by the CoC Homelessness Prevention Access Points/Services Systems as defined above, are required to request and accept referrals only through the Coordinated Entry system. Projects funded through other sources are encouraged to participate:

1. The Homeless Prevention project will notify the HMIS Lead when they have available Homeless Prevention funded openings through the HMIS Revelation Help Desk and the HMIS Lead will provide a Homeless Prevention referral within two working days.
2. The Homeless Prevention project will be responsible for determining eligibility of client using the program requirements for each of their programs.
3. A Homeless Prevention project will receive a referral for openings as requested and agrees to aid all eligible referrals made. Clients ultimately have the choice in agreeing to participate in project.
4. Upon receiving the referrals, the Homeless Prevention project makes all attempts to contact the client within *2 working days*, using all available information in HMIS. If the Homeless Prevention project is unable to locate the client within the 2 working days, project may decline referral in HMIS and send through the HMIS Revelation Help Desk and request another. The referral will be closed, and no additional referrals will be made until a new Homelessness Prevention Prioritization Assessment is completed.

Integrated Homelessness Prevention Access Point/Service Systems

The CoC may authorize Integrated Homelessness Prevention Access Points/Service Systems so that people at risk of homelessness can receive urgent services when and where they are needed (e.g. on-site at a courthouse or hospital). Integrated Homelessness Prevention Access Points/Service Systems are limited in scope and must provide services on-site or through direct coordination with locations at which urgent services are needed.

Integrated Homelessness Prevention Access Point/Service Systems are designed to provide urgent services rapidly through immediate service delivery for top priority households and must abide by TPCH Coordinated Entry Policies and Procedures, TPCH Homeless Management Information System Policies and Procedures, and TPCH Written Standards.

Integrated Homelessness Prevention Access Point/Service System Prioritization

Homelessness Prevention projects approved to operate an Integrated Homelessness Prevention Access Point/Service System by the CoC Board as defined above may initiate urgent service delivery at the approved On-Site Access Point as follows:

1. Top Priority: Prioritization Assessment score is equal to or higher than the currently established top priority threshold.

The Integrated Homelessness Prevention Access Point/Service System may initiate immediate services for households in the top priority pool identified at the approved Access Point in order assessed. The Access Point must collect all required Coordinated Entry Data Elements, complete a project entry and referral into the Coordinated Entry System indicating that services have been initiated, and complete a Homelessness Prevention project entry in the Homeless Management Information System within two working days.

If the Integrated Homelessness Prevention Access Point/Service System project has exhausted its available homelessness prevention funds, the project will initiate referrals into the Coordinated Entry system within two working days. Households will be prioritized and referred to community homelessness prevention projects according to the Standard Homelessness Prevention prioritization and referral process defined herein.

2. Second Priority: Prioritization Assessment Score is below the currently established top priority threshold.

Households in the Second Priority Pool will be referred into the Coordinated Entry system for referral to community homelessness prevention projects if funding is available.

If the Integrated Homelessness Prevention Access Point/Service System project has available funding but has not identified eligible households in the top priority pool, the project shall request referrals from the Coordinated Entry system. Referrals will be prioritized using the Standard Homelessness Prevention prioritization and referral process defined herein.

Homelessness Prevention Supplemental Documents

The Homeless Prevention information including Triage Too and Homeless Prevention project eligibility are located in the Appendix.

TPCH Outreach Policy

All agencies participating in Coordinated Entry will have a staff member participate in the COC collaborative outreach efforts, as frequently as possible, to attain the goal of covering the geographic area and engage people experiencing homelessness in housing opportunities. These outreach efforts include:

- Monthly 1½ hour Outreach Subcommittee meeting- where outreach coordination, data sharing, and outreach strategies are discussed

- Weekly 2-hour Collaborative Outreach “attempt to locate” - teams who go out into the community searching for referrals on the Active BY NAME LIST in a unified outreach endeavor
- Other planned community outreach events sponsored by, or supported by the Tucson Pima Collaboration to End Homelessness (TPCH)
- Act as Coordinated Entry access points – trained street outreach staff will offer the VI SPDAT assessment to people in camps and other places not meant for human habitation OR provide information about access point locations

Data collection and entry for contacts and engagements in HMIS as required by the U.S. Department of Housing & Urban Development (HUD) - to assist in tracking and coordination of outreach benchmark goals, as well as provide historic records for persons experiencing homelessness in our geographic area.

Participation in CoC collaborative outreach efforts are tracked through sign-in sheets and reviewed by the Coordinated Entry Committee. All ESG and COC funded agencies are required to participate in these activities. Any other HMIS participating agencies are encouraged to be involved in the collaborative outreach efforts and work with non-HMIS participating agencies to connect with people experiencing homelessness in our geographic area.

Youth

Youth aged 12-17

Unaccompanied youth are youth experiencing homelessness while not in the physical custody of a parent or legal guardian. This includes youth who have run away or have been forced to leave their homes.

No TAY-VI-SPDAT should be completed for a youth under the age of 18. An assessor who comes across an unaccompanied youth can assist the youth in contacting Safe Place in order to connect them with services, including immediate access to shelter. For Safe Place contact information, refer to the Access Points information at www.tpch.net/coordinatedentry.

Young adults and parenting young adults, aged 18-24

For these young adults, assessors should follow the assessment process outlined for other adults. The TAY-VI-SPDAT should be used for single young adults, and the F-VI-SPDAT should be used for young adult-headed households with children.

Assessment Process – VI-SPDATs and SPDATs

Homeless service providers throughout Pima County utilize the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) family of tools as the common assessment. Providers use the VI-SPDAT to screen any single individual experiencing homelessness. Providers use the Family or F-VI-SPDAT to screen any family experiencing homelessness. They use the Transition Age Youth or TAY-VI-SPDAT as the common assessment tool to screen youth aged 18-24. Individuals or families not identifying themselves as homeless do not receive an assessment. The assessment is conducted by any provider who has been trained to use the tool by the HMIS Lead or other authorized community member trained as a trainer using the locally approved training

curriculum. (See Appendices)

While VI-SPDATs should primarily only be completed for individuals and families who are currently homeless, there may be some exceptions. One exception would be for an individual or family at risk for homelessness and in a dangerous situation.

All assessors receive standardized training so that the assessment process and its results are communicated clearly and consistently across the community. This messaging contains the following components:

- There are very few housing resources immediately connected to the assessment. The primary benefit of completing the assessment is to help determine the individuals' needs and resources to which they can be referred.
- Assessment information is shared with providers connected to the coordinated entry system, so that the assessed person is connected to housing and does not need to complete the assessment multiple times. Providers will use the assessment to target people for housing resources as they become available. (See Appendix for Assessment Tips.)

A new assessment should be completed whenever an individual or family's situation changes (including hospitalization, etc.) or if an assessment has not been completed for 90 days or longer.

Full SPDAT/F SPDAT Process

To provide a safety net for individuals that are presumed to be highly vulnerable but score too low on the VI-SPDAT to qualify for permanent supportive housing (i.e., 7 or below for individuals or 8 or below for families). TPCH recommends that assessors administer a full SPDAT assessment to those individuals or families.

While the VI-SPDAT is a pre-screen or triage tool that looks to confirm or deny the presence of more acute issues or vulnerabilities, the SPDAT (or "full SPDAT") or F SPDAT is an assessment tool looking at the depth or nuances of an issue and the degree to which housing may be impacted.

For those limited instances where an assessor determines that the VI-SPDAT score may warrant a more comprehensive assessment, they may elect to complete a SPDAT/F SPDAT. Once the SPDAT is entered into HMIS, if the individual scores at least 35 or family scores at least 54, the SPDAT/F SPDAT score may be considered along with VI-SPDAT when prioritizing housing navigator assignments and/or housing placement. Those who have received a full SPDAT assessment will periodically be reviewed through the case conferencing and housing referral processes.

By allowing case managers to spend the time to complete this more in-depth analysis, the small set of individuals whose full depth of vulnerability may not be reflected in their VI-SPDAT assessment may still be considered for housing navigator assignments and/or housing placement. In a subset of these very limited instances, it is possible for a full SPDAT to produce different results than the VI-SPDAT because it is a multi-method assessment compared to the self-reported survey of VI-SPDAT.

In instances where individuals have both a full SPDAT and VI-SPDAT assessment, whenever

possible, referral for housing placement will prioritize the full SPDAT/F SPDAT and not solely the VI-SPDAT score.

Release of Information and HMIS

Any individual or family who agrees to participate in the coordinated entry process described must be asked to sign or give verbal consent to the Homeless Management Information System (HMIS) Release of Information (ROI).

These Coordinated Entry policies and procedures prohibit denying services to participants if the participant refuses to allow their data to be shared unless Federal statute requires collection, use, storage, and reporting of a participant's personally identifiable information (PII) as a condition of program participation.

All service providers offer clients the HMIS ROI, providing either a verbal HMIS ROI which must be verbally consented to, or a paper HMIS ROI which must be signed and retained or uploaded to the HMIS. The provider must have a signed or verbally agreed upon ROI before entering any information into HMIS and must enter into HMIS the SPDAT tool information on each individual or family seeking housing assistance within two (2) business days.

Coordinated Entry assessors are required to review the release of information and HMIS Privacy Notice with persons conducting assessments by phone, document their verbal consent, and maintain record of that documentation at the agency site and/or uploaded into HMIS. The option of conducting assessments by phone is voluntary and agencies are responsible for determining whether there are laws, regulations, or other relevant oversight guidance which prohibits them from doing so at their site.

TPCH Coordinated Entry prohibits the screening out of people due to income, active or a history of substance abuse, domestic violence history, resistance to receiving services, the type or extent of a disability-related services or supports that are needed, history of evictions or poor credit, lease violations or history of not being a leaseholder, or criminal record.

Participants freely decide what information they provide during the assessment process, to refuse to answer assessment questions and to refuse housing and service options without retribution or limiting their access to other forms of assistance. (See Appendix for full HMIS Policies and Procedures, including the Privacy Plan.)

Assessor Training

Pima County, the HMIS (Homeless Management Information System) Lead Agency provides application training and technical support to all HMIS projects and users.

HMIS provides application training throughout the year to new users, existing users, follow-up, security & privacy, and reports.

HMIS provides technical support to all HMIS projects and users that include the reset of passwords, new user/program setup, training, report requests, technical assistance & support and

other issues or concerns. (See Appendix for sample training schedule.)

Active By Name List/Priority List

All VI-SPDAT assessments must be entered in HMIS within two (2) business days of when the information was first collected. Each assessment is included in a weekly report and clients are placed on the housing priority list also known as Active By Name List for the type of housing that aligns with their VI-SPDAT, F VI-SPDAT, or TAY-VI-SPDAT score.

The HMIS Lead maintains the Active By Name List/Priority List (BNL) to ensure the HMIS Privacy Policy is followed (see Appendix for link to the HMIS Policies and Procedures). In general, all persons remain active on the BNL for 60 days and are moved to inactive status if determined 'Missing/No Contact' through community outreach efforts after 30 days. Veterans remain active on the BNL for 90 days and are moved to inactive status if determined 'Missing/No Contact' through community outreach efforts after 30 days.

Housing Navigation

The Coordinated Entry system embraces a Housing First model, which focuses on rapidly housing participants without preconditions.

Each housing program will serve as the primary point of contact to assist their assigned client(s) with navigating their referred housing program. The navigator will work with outreach teams if needed to locate the client and help collect any documentation needed. Prior to and throughout the housing assignment process, the navigator may also do regular outreach to an individual or family in an effort to build rapport with him or her. The housing program must always determine final client eligibility for the housing opening.

All individuals and families will be assigned a housing navigator upon referral to housing. Housing navigators are those who currently work for agencies participating in Coordinated Entry.

Housing referrals must be updated with HMIS Lead within 7 days and on a biweekly basis while client is being located. During this time, the client will not be referred to other housing. If client cannot be located, or is incarcerated, the client will be returned to the Priority List and another client can be referred to the housing project.

The VA navigation staff includes Social Workers, Registered Nurses, Health Techs, and Peer Support Specialists who assist Veterans in the housing process regardless of score.

Referral Policy

Referrals are made from Coordinated Entry to housing project through HMIS. Project engages with client to determine eligibility and client's desire to participate in project. Referral rejection should be rare, and HUD requires a protocol (See CPD-17-01) that participating projects must follow to reject a referral, as well as the protocol the coordinated entry process must follow to connect the rejected household with a new project.

Supportive Housing Prioritization – Individual and Family Projects

TPCH establishes and documents its supportive housing prioritization factors in its Written Standards. In accordance with the Written Standards, the prioritization factors and process described in this section is used to prioritize referrals to all supportive housing projects serving individuals and families that are not specifically designated as youth projects.

Prioritization Factors

Households are prioritized for supportive housing including transitional housing, rapid rehousing, and permanent supportive housing using the following prioritization factors:

- Chronic homeless status/Dedicated Plus eligibility
- Domestic Violence
- Severity of service needs as indicated by VI-SPDAT score of 12 or above
- Risk of severe medical complication associated with COVID-19 as defined by U.S. Centers for Disease Control and Prevention
 - Age 50 or over
 - One or more pregnant person(s) and/or child under the age of 18 in household
 - Currently or previously tested positive for COVID-19
 - Current diagnosis of chronic health condition:
 - Cancer
 - Chronic kidney disease
 - Chronic obstructive pulmonary disease (COPD)
 - Immunocompromised stated resulting from solid organ transplant
 - Obesity (body mass index of 30 or higher)
 - Serious heart condition defined as heart failure, coronary artery disease, or cardiomyopathies
 - Sickle cell disease
 - Type 2 diabetes mellitus

Prioritization Process

The following represents the uniform process to be used across the community to assess persons, refer them to an intervention, and within each category, prioritize offers of housing:

The VI-SPDAT, F VI-SPDAT, and approved TPCH Coordinated Entry assessments will be the ONLY tools used to assess individuals for housing, prioritization factors, and severity of needs at the time of assessment. The results of these assessments will be used to triage individuals or families into the appropriate category of intervention and project.

To house individuals and families, the prioritization will first be filtered into three priority pools.

1. Top Priority: The Top Priority Pool shall consist of households experiencing chronic homelessness and/or fleeing domestic violence, and who meet one or more additional supportive housing prioritization factors as defined above.

Referrals from the top priority pool will be ordered based on the number of priority factors met such that households with the highest number of priority factors met will be referred first.

If multiple households meet the same number of priority factors, referrals of those households will be ordered based on the VI-SPDAT score such that households with the highest assessment score are referred first.

In the event that multiple households within this group have the same VI-SPDAT score, the following factors will be used as tie-breakers. Such households will continue through each tie breaker consecutively until the tie is broken.

Tie-Breaker 1: Greatest number of days homeless during the current episode of homelessness as recorded in the HMIS (length of time homeless).

Tie-Breaker 2: Greatest number of days since date of project entry into TPCH Coordinated Entry system for housing assistance (referral date).

2. Second Priority: The second priority pool shall consist of all households not included in the top priority pool which meet one or more supportive housing priority factors as defined above.

Referrals from the second priority pool will be made only if there are no households awaiting referral from the top priority pool. Referrals from the second priority pool will be made using the same prioritization methodology described for the top priority pool.

3. Third Priority: The third priority pool shall consist of households experiencing homelessness which do not meet any of the supportive housing priority factors as defined above.

Referrals from the third priority pool will be made only if there are no households awaiting referral from the top or second priority pools. Referrals from the third priority pool will be ordered based on VI-SPDAT score such that the household with the highest score is referred first.

In the event that multiple households within this group have the same VI-SPDAT score, the following factors will be used as tie-breakers. Such households will continue through each tie breaker consecutively until the tie is broken.

Tie-Breaker 1: Greatest number of days homeless during the current episode of homelessness as recorded in the HMIS (length of time homeless).

Tie-Breaker 2: Greatest number of days since date of project entry into TPCH Coordinated Entry system for housing assistance (referral date).

This process is based on the current TPCH written standards and must be re-evaluated if the written standards adjusts priorities.

Supportive Housing Prioritization - Youth Projects

TPCH establishes and documents its supportive housing prioritization factors in its Written Standards. In accordance with the Written Standards, the prioritization factors and process described in this section is

used to prioritize referrals to supportive housing projects designated for unaccompanied and pregnant/parenting youth age 24 and younger.

Prioritization Factors

Households are prioritized for youth projects using factors that account for the unique circumstances of young adults experiencing homelessness. These prioritization factors are used for two subsets of youth households:

- Unaccompanied youth ages 17+9 months to 24 years
- Parenting youth households in which no member of the household is age 25 or older

Such households are prioritized for supportive housing including transitional housing, rapid rehousing, and permanent supportive housing using the following prioritization factors:

1. History of exploitation/victimization as indicated on the TAY-VI-SPDAT or F-VI-SPDAT.
2. Co-morbidity defined as the presence of two or more of the following as indicated on the TAY-VI-SPDAT or F-VI-SPDAT.
 - Chronic health issue
 - Mental health/substance abuse disorder
 - Disability
3. Risk of severe medical complication associated with COVID-19 as defined by U.S. Centers for Disease Control and Prevention
 - Age 50 or over
 - One or more pregnant person and/or child in household
 - Currently or previously tested positive for COVID-19
 - Current diagnosis of chronic health condition:
 - Cancer
 - Chronic kidney disease
 - Chronic obstructive pulmonary disease (COPD)
 - Immunocompromised stated resulting from solid organ transplant
 - Obesity (body mass index of 30 or higher)
 - Serious heart condition defined as heart failure, coronary artery disease, or cardiomyopathies
 - Sickle cell disease
 - Type 2 diabetes mellitus
4. Recent discharge from jail, child welfare, or juvenile detention, or other institutions within the past 90 days or pending discharge from these institutions within 90 days of assessment
5. Recent discharge from homelessness assistance program for minors or homeless assistance program for family households in which the youth cannot remain within the past 90 days or pending discharge from these programs within 90 days of assessment.
6. Safety and stability of current sleeping location
7. Length of time homeless
8. Disability
9. Severity of service needs (as indicated by TAY-VI-SPDAT or F-VI-SPDAT)
10. Client choice
11. Specialized services offered by supportive housing project (project specialization)

Prioritization Process

TPCH maintains a Youth By Name List consistent with the Criteria and Benchmarks for Achieving the Goal of Ending Youth Homelessness as defined by the United States Interagency Council on Homelessness. The Youth By Name List is comprised of all unaccompanied and pregnant/parenting youth households in which no member of the household is age 25 or older which are known to the TPCH Coordinated Entry system and are experiencing or at risk of experiencing homelessness as defined by the United States Departments of Housing and Urban Development, Health and Human Services, and/or Education.

The following represents the uniform process to be used across the community to assess persons, refer them to an intervention, and within each category, prioritize offers of housing:

The F VI-SPDAT, TAY-VI-SPDAT, and approved TPCH Coordinated Entry assessments will be the ONLY tools used to assess individuals for housing, prioritization factors, and severity of needs at the time of entry. The results of these assessments will be used to filter youth households into five priority pools:

Priority Pool	Prioritization Process & Associated Factors
Pool 1: Youth Coordinated Entry List	<p>Pool 1 is comprised of all households on the Youth By Name List in which the youth members of the household are between the ages of 17+9 months and 24.</p> <p>Households in Pool 1 are subdivided into two groups by the HMIS Lead:</p> <ul style="list-style-type: none"> Households prioritized for supportive housing assistance as defined in Priority Pool 2 below. Households not prioritized for supportive housing assistance. Such households may be referred to Navigation and/or Diversion services during Youth Case Conferencing based on service capacity and household needs. <p>Households not prioritized for supportive housing assistance may be referred to supportive housing if there are no known households in Pools 2, 3, 4, or 5. Such households shall be prioritized such that households with contact with street outreach, emergency shelter, and/or Coordinated Entry projects in the past 90 days are referred first. Referrals from within this pool will be ordered such that households with the highest TAY-VI-SPDAT or F-VI-SPDAT score are referred. In the event that multiple households within this pool have the same VI-SPDAT score, referrals will be ordered such that households with the greatest number of documented days homeless during the current episode of homelessness are referred first. In the event that there are no households with documented contact in the past 90 days, referrals of households outside of this pool will be prioritized using the same prioritization process as those with contact in the past 90 days.</p>

<p>Pool 2: Supportive Housing Priority Pool</p>	<p>Pool 2 is comprised of all households in Pool 1 which meet Supportive Housing Prioritization Factors 1-5 as defined in the previous section.</p> <p>Households in Pool 2 are subdivided into two groups by the HMIS Lead:</p> <ul style="list-style-type: none"> • Prioritized households with recent engagement as defined in Priority Pool 3 below. • Prioritized households without recent engagement. Prioritized households without recent engagement will be added to the TPCY Youth Outreach List for continued engagement and/or to document change in housing status, if applicable. <p>Prioritized households without recent engagement may be referred to supportive housing if there are no known households in Pools 3, 4, or 5 and will be prioritized by TAY VI-SPDAT or F VI-SPDAT score. In the event that multiple households have the same VI-SPDAT score, referrals will be ordered such that households with the greatest number of documented days homeless during the current episode of homelessness are referred first.</p>
<p>Pool 3: Prioritized Households with Recent Engagement</p>	<p>Pool 3 is comprised of all households in Pool 2 which have had contact with shelter, supportive service, and/or Coordinated Entry projects documented in the HMIS within the past 30 days.</p> <p>Households in Priority Pool 3 will be forwarded to Youth Case Conferencing by the HMIS Lead using the case conferencing worksheet established by the HMIS Lead and Youth Homelessness Demonstration Project Coordinated Entry Action Team.</p> <p>Youth Case Conferencing participants, in collaboration with the HMIS Lead, will subdivide Pool 3 into two groups:</p> <ul style="list-style-type: none"> • Households known or believed to be document ready as defined in Priority Pool 4 below. • Households known to lack documents or for which document status is unknown. Such households will be referred to Navigation services during Youth Case Conferencing in order to obtain identity documents and will be added to the Supportive Housing Match List (Pool 5).
<p>Pool 4: Prioritized and Document Ready Households</p>	<p>Priority Pool 4 is comprised of all households in Priority Pool 3 which are documented or known to have the following identity documents needed for project eligibility and leasing:</p>

	<ul style="list-style-type: none"> • State ID or Driver's License • Income Documents (if applicable) • Social Security card/Immigration documents (if applicable) • Birth certificate • Disability documentation (if applicable) • Evidence of length of time homeless (if household meets chronic homelessness and/or Dedicated Plus eligibility requirements) <p>Households in Priority Pool 4 will be added to the Supportive Housing Match List (Pool 5) for supportive housing referral.</p>
Pool 5: Supportive Housing Match List	Pool 5 is comprised of all households in Priority Pool 3. Referral of households to supportive housing projects from Pool 5 will be directed by Youth Case Conferencing participants using the Supportive Prioritization Factors 6-11 defined above. Priority may be given to households in Pool 4 based on the documentation requirements of the supportive housing project(s) to which referrals are being made.

VI-SPDAT Scores and Interventions

TPCH prioritizes households for all available supportive housing options based on vulnerability as defined in the prioritization process above. The table below indicates the scoring range that is eligible for each supportive housing type in the CoC. The table also provides an indication of the preferred range for each type based on the length of assistance available. The preferred ranges provide a benchmark in the ideal housing system in which there is sufficient permanent supportive housing resources to meet the needs of higher-scoring households.

Project Type	Scoring Range for Adult Only Households (Age 25+)	Scoring Range for Families with Children <18	Scoring Range for Youth Households (Age <25)
Transitional Housing	4-17 (Eligible) 4-7 (Preferred)	4-22 (Eligible) 4-10 (Preferred)	4-17 (Eligible) 4-7 (Preferred)
Rapid Rehousing	4-17 (Eligible) 4-7 (Preferred)	4-22 (Eligible) 4-10 (Preferred)	4-17 (Eligible) 4-10 (Preferred)
Permanent Supportive Housing	8-17	11-22	8-17

VI-SPDAT Scores and Veterans Administration Interventions

In addition to being eligible for community housing programs using the prioritization models above, military veterans may be additionally eligible for programs funded and/or administered through the US Department of Veterans Affairs. The table below indicates the scoring range of households referred to these programs as jointly determined by TPCH and Southern Arizona VA Health Care Services.

Referrals are made to these services as they are received and prioritized by the VA and/or its designated provider agency.

Veteran Project Type	Scoring Range for Adult Only Households (Age 25+)	Scoring Range for Families with Children <18	Scoring Range for Youth (Age <25)
Southern AZ VA Homeless Program	11-17	11-22	11-17
Supportive Services for Veteran Families	4-10	4-10	4-10

Housing Provider Responsibilities

All CoC and ESG funded programs are required to accept referrals through the Coordinated Entry system. Organizations that provide housing to those experiencing homelessness and would like to dedicate all or some of their housing vacancies to coordinated entry follow the process outlined:

1. Identify if the housing is permanent supportive housing, rapid rehousing, transitional housing or affordable/one-time assistance housing.
2. The Housing Provider will be responsible for determining eligibility of client using the program requirements for each of their programs that they will be dedicating to the coordinated entry process.
3. The Housing Provider will notify the HMIS Lead when they have available housing inventory by emailing hmishelp@pima.gov and the HMIS Lead will provide a housing referral within two working days. Each provider must be represented at case conferencing to provide updates on all referrals received.
4. The Housing Provider commits to following the Housing Referrals Prioritization Process for Permanent Supportive Housing, Transitional Housing and Rapid Rehousing.
5. A Housing Provider will receive a referral for everyone opening/vacancy they have. Clients ultimately have the choice in selecting their housing provider. Referrals will be made by the HMIS Lead in HMIS for individuals or families to be referred to each Housing Provider
6. Upon receiving the referrals, the Housing Provider first attempts to contact the client within 7 days, using the information on the last page of the VI-SPDAT, F VI-SPDAT or TAY-VI-SPDAT. Housing Provider utilizes checklist to document outreach efforts. If the housing program is unable to locate the client, email hmishelp@pima.gov to add client to 'clients to be located' list in HMIS.
7. The Housing Provider commits to working with the outreach team to locate the individual and engage with them to see if the housing referral provides a good match. The referred client should be included in the Community Outreach Collaborative efforts for a minimum of 2 Wednesdays.
8. For Rapid Rehousing, housing program completes the checklist efforts over 2 weeks. For Permanent Supportive Housing, the housing program completes the checklist twice per month for a total of 4 weeks.
9. The Housing Provider brings the open referral to the Case Conferencing meeting to request a 'Missing/No Contact' status for client.
10. The Housing Provider commits to communicating with the HMIS Lead when each referral does lead

to successful program entry and the reason following the Referral Rejection policy. The housing provider must identify the date the individual moves into housing and complete the entry into HMIS

Case Conferencing

Purpose of Case Conferencing:

Case Conferencing is a community meeting where all homeless service providers discuss the provision of housing to those experiencing homelessness. Case Conferencing meetings will discuss identified barriers to securing housing for matched households and will provide assistance to housing providers by improving collaboration and sharing resources within the community. This is done with the intention of decreasing the rate of homelessness in our community and minimizing barriers to securing housing.

Process:

1. The Case Conferencing meeting is held twice per month, the 2nd and 4th Monday of each month (if a CC meeting is rescheduled, the schedule below will shift accordingly)
2. Should a provider want a household added to the list for discussion, the provider will inform the HMIS Lead through Revelation no later than the Thursday prior to the next Case Conferencing.
3. HMIS Lead will post the Case Conferencing list in HMIS, located under the 'Home' tab under "System News" on the Fridays following the case conferencing. HMIS Lead will email providers once the list had been posted.
4. Each provider reviews the list and brings the relevant information about their listed households to the meeting. The meeting facilitator ensures each household on the list is reviewed.

List Composition:

Matched households will be added to the Case Conferencing list based on three parameters:

1. The household has exceeded the Coordinated Entry time frame. All households who have not been transitionally or permanently housed within that time frame, from initial referral date, will be added to the Case Conferencing list by the HMIS Lead. Those benchmarks are as follows:
 - a. Entry into Rapid Re-Housing unit within 90 days
 - b. Entry into Transitional Housing unit within 90 days
 - c. Entry into Permanent Supportive Housing unit within 90 days
 - d. Continue to be case conferenced every 30 days until household is permanently housed, with the exception of youth adults (ages 18-24), who will be brought back every 180 days.
2. Providers, who have identified a barrier to housing a matched household, may request that the household is added to the Case Conferencing list by emailing the HMIS Lead through the Revelation Help Desk *at least five full business days* prior to the next Case Conferencing meeting. Examples of provider housing barriers include, but are not limited to:
 - a. Attempting to Engage: A household's location is known, but contact has been unsuccessful.
 - b. Negative Exit: A household that is actively enrolled with a housing provider who is heading toward or facing an exit into a nonpermanent destination.
3. Declined referrals that have not resulted in a housing solution will be referred three times before being brought to Case Conferencing by the HMIS Lead. Per the HMIS filters, unresolved cases are as follows:
 - a. Program choice to decline
 - b. Client choice to decline/ housing offer declined
 - c. Eligibility – other

No Case Conferencing Update Needed:

Certain case statuses do not require the collaborative assistance of the community, and therefore will not be brought to Case Conferencing. The following are examples of household statuses that do not need to be reported at the Case Conferencing meeting unless they have exceeded the aforementioned time frames:

- Attempt to Locate
- In Process
- Housed
- Not Homeless
- Self-Resolved
- Out of Area
- Deceased
- Institutionalized >90 days
- Missing/No Contact

Evaluation and Improvement Process

Data from the TPCH Coordinated Entry system will be reviewed monthly by the Coordinated Entry Committee using various reports such as VI-SPDAT reports, Referral Reports, Housing Placement Reports, etc.

A full system review and evaluation will be conducted on an annual basis reviewing the above data as well as a Consumer Satisfaction Survey, administered to formerly homeless individuals and families, as well as currently homeless individuals and families to provide an ongoing system improvement process.

The Coordinated Entry Policies and Procedures will be reviewed and updated at least annually, or as required by HUD regulatory guidance changes.

Coordinated Entry System Grievance and Appeals Policy

Purpose

The purpose of the TPCH grievance and appeals policy is to ensure that individuals and families assisted through the Tucson Pima Collaboration to End Homelessness Coordinated Entry system have a confidential means to report and resolve problems or concerns related to their treatment or services offered through the Coordinated Entry process.. Completing the grievance form will not negatively affect an individual's or family's ability to receive services to which they are entitled through the Coordinated Entry system.

Applicability

This policy relates to an individual's or family's access to the Coordinated Entry system, completion of appropriate assessments based on household needs and circumstances, prioritization, housing referrals and acceptance, and treatment in covered Coordinated Entry services (Access Point services, navigation, diversion, prioritization and referral, and housing acceptance).

Policy

Individuals and families accessing or attempting to access services through the Tucson Pima Collaboration to End Homelessness Coordinated Entry system shall have the right to fair treatment, confidentiality, and services for which they are eligible and prioritized as outlined by the TPCH Coordinated Entry Policies and Procedures. Individuals and families shall have the right to report and receive timely response to and resolution in the event that these rights are impeded.

Service providers delivering covered Coordinated Entry shall have a grievance policy in place which, at a minimum, allows persons served by the provider to grieve unfair treatment or other concerns and receive resolution of their grievance within 30 days. All persons receiving services shall be informed of the agency's grievance procedure. Grievances related to covered services shall be reported to TPCH using the approved TPCH Grievance and Appeals form within 10 days of resolution.

TPCH shall additionally permit service providers delivering covered Coordinated Entry services and individuals and families served through the TPCH Coordinated Entry system to submit grievances related to covered Coordinated Entry services directly to the Continuum of Care. All persons entering or providing covered Coordinated Entry services shall be made aware of this right and provided with a copy of the TPCH grievance procedure and form in electronic and/or paper form at the time of entry. TPCH shall respond to and attempt to resolve grievances received within 30 days of receipt.

Grievance Procedure

1. Individuals who wish to file a grievance must complete the TPCH Grievance and Appeals form at www.tpch.net/coordinatedentry.
2. The form may be completed online or downloaded and emailed to TPCH@tucsonaz.gov with the subject line "Coordinated Entry Grievance". The CoC Lead Agency will provide confirmation of receipt within 5 business days.
3. The TCH Lead Agencies will review the grievance, verify the grievance process is the appropriate place for the complaint, complete an investigation, and forward the grievance form and investigation results to the Continuum of Care Board Officers for final resolution within 30 days.
4. The individual submitting the complaint shall be notified of the decision of the Continuum of Care Board Officers within 30 days of grievance submission.
5. The CoC Lead Agency will document and report to the Coordinated Entry Committee and Continuum of Care Board quarterly the number and types of grievances received and grievance outcomes. Personal identifying information will not be shared in presentations to the Continuum of Care Board to protect the confidentiality of individuals involved.
6. The annual Coordinated Entry evaluation shall include a review of the number and types of grievances received, grievance outcomes, and trends to inform on-going system improvements.

APPENDICES

Coordinated Entry/Prioritization Regulations and Documents

HUD Coordinated Entry Notice CPD-17-01 – Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System (2017):

<https://www.hudexchange.info/resource/5208/notice-establishing-additional-requirements-for-acontinuum-of-care-centralized-or-coordinated-assessment-system/>

TPCH Geographic Area Map

<https://pimamaps.pima.gov/Html5Viewer/index.html?configBase=https://pimamaps.pima.gov/Geocortex/Essentials/REST/sites/mainsite/viewers/mainmap/virtualdirectory/Resources/Config/Default>

Non-discrimination HUD Equal Access rule: 24 CFR 5.105(a)(2) and 5.106(b)

<https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/>

Fair Housing Act

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/your_rights

Section 504 of the Rehabilitation Act

<https://www.section508.gov/sites/default/files/Section504.pdf>

Title VI of the Civil Rights Act <https://www.justice.gov/crt/fcs/TitleVI-Overview>

Title II of the Americans with Disabilities Act

<https://www.ada.gov/t2hlt95.htm>

Title III of the American with Disabilities Act

<https://www.ada.gov/t3hilght.htm>

Assessment Tool

Information about the TPCH Coordinated Entry System family of assessment tools can be located at: <http://www.orgcode.com/what-we-do/tools/>. The TPCH Homelessness Prevention Prioritization Assessment is provided in this Appendix.

HMIS Policy and Procedures

<https://tpch.net/about/tpch-governing-documents/>

TPCH Written Standards

<https://tpch.net/about/tpch-governing-documents/>

TPCH Coordinated Entry Access Points

<https://tpch.net/coordinatedentry>

Assessment Talking Points

Suggested Messaging

"I have a 10-minute survey I would like to complete with you. The answers will help us determine how we can go about providing supports. Most questions only require a "yes" or "no." Some questions require a one-word answer. The information collected goes into the Homeless Management Information System, the database for homeless services in the Tucson/Pima County area. If you have a case manager who is helping you apply for housing, you should still work with them once you have finished this survey. The primary benefit to doing the survey is that it will help give you and me a better sense of your needs and what resources I can refer you to.

Would you like to take the survey with me?"

- If "yes," ask the individual to sign the ROI before proceeding with the survey. Then state "If at any point you don't understand what I am really asking, just let me know and I can clarify for you. Let's start with the first question..." If an individual refuses to sign the ROI, complete the VI-SPDAT, but do not add to list. Continue to engage and proceed with housing options available without ROI.
- If "no," individual can still be added to the by-name list but need to use alternative prioritization process.

Client FAQs

Where am I on the waiting list? The survey does not place you on a waiting list. It's designed to help us figure out the right type of resource for you. Continue to pursue resources on your own and continue to connect with your case manager.

When do I hear back? There is no specific timeline for hearing back. Please continue to work with your case manager if you already have one or continue to check in at assessment location for information

DOs and DON'Ts for Explaining VI-SPDAT and Coordinated Assessment

- ✓ Do explain that we are collaboration of service providers working to streamline services to help connect homeless individuals to available resources and appropriate housing.
- ✓ Do explain the VI-SPDAT as an assessment that enables our network of service providers to understand their needs, program eligibility, and assist in matching them to the next resources available.
- ✓ Do ask the client to sign the VI-SPDAT consent form prior to conducting the survey.
- ✓ Do encourage clients to seek out other housing opportunities. ✓ Do encourage clients to connect with their case managers.
- ✗ Don't mention a list.
- ✗ Don't explain to a client the type of housing program for which they are most appropriate for.
- ✗ Don't mention that people will receive a score after participating in a VI-SPDAT, and don't give the score or the assessment.
- ✗ Don't guarantee housing to a client or give them a timeframe in which they will be housed.
- ✗ Don't say what programs can offer (i.e. RRH can pay for a year)
- ✗ Don't tell a client that the most vulnerable are being prioritized for housing. Please remember that we are using the VI-SPDAT to match to appropriate housing.

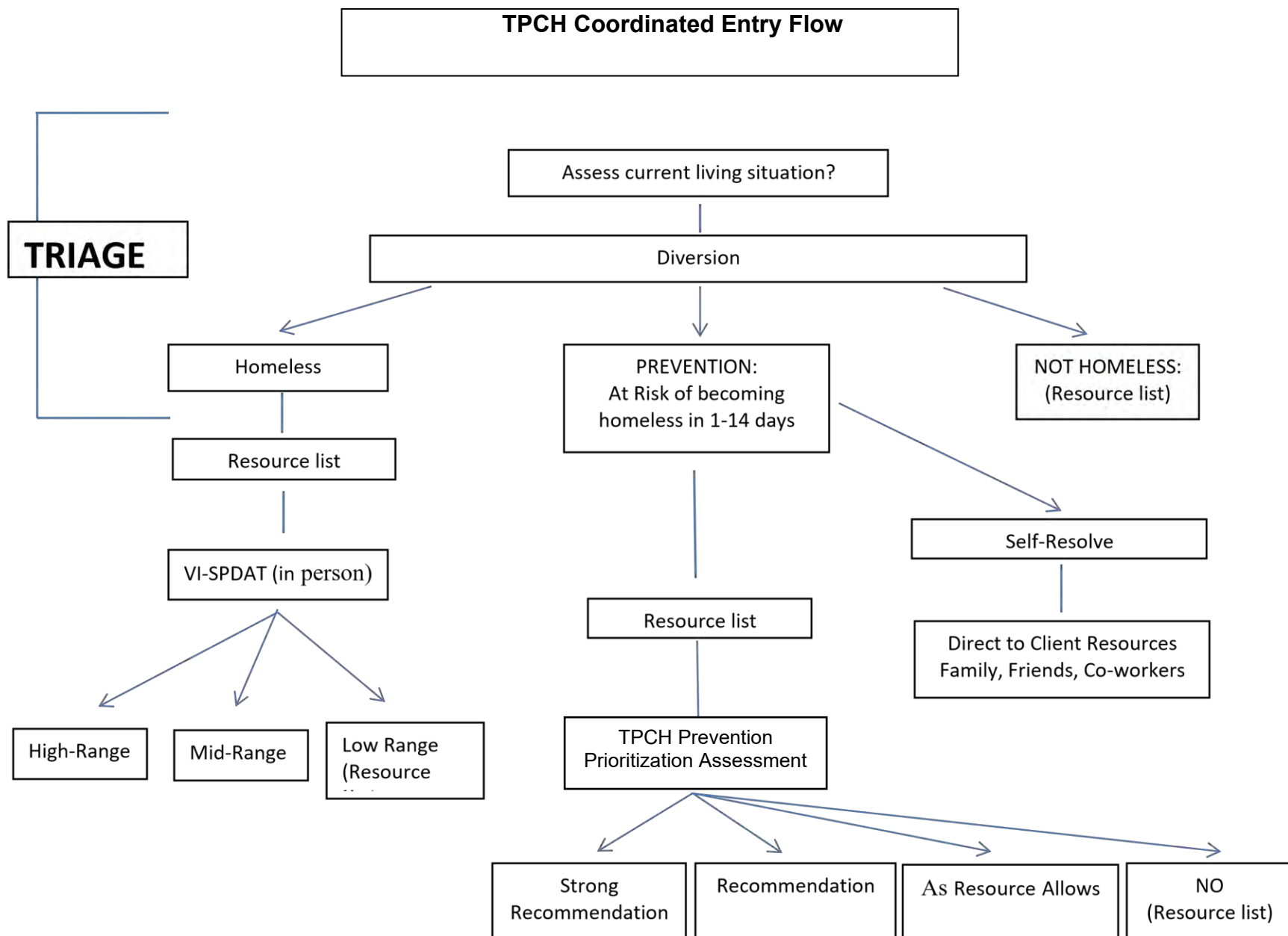
Emergency Services and Crisis Response

In case of threats to life, bodily illness or injury: Phone 9-1-1

To find available shelter beds: Go to www.tpch.net or <http://mycommunitypt.com/pima/> . Choose “click here for shelter information”.

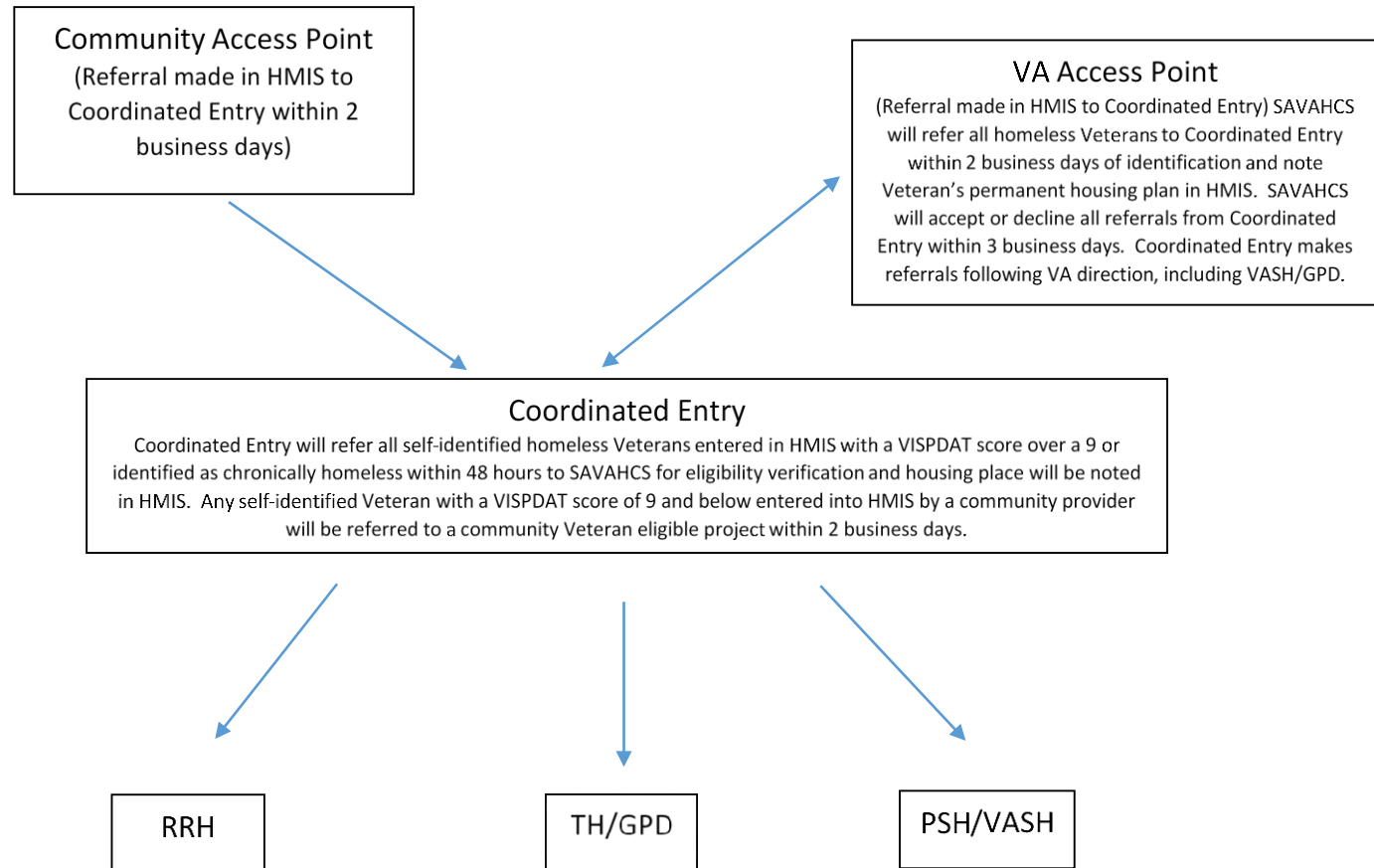
To find an assessment location for homelessness or homeless prevention or contact someone who can assess you where you are: Go to www.tpch.net and click on TPCCH_Coordinated_Entry_Access_Points_01-05-18.pdf.

To find resources if you need rental assistance or are concerned that you will be homeless in more than 14 days: www.pimacountyhelp.org





TPCH Coordinated Entry Flow: Veterans



TPCH Procedures for Non-Victim Service Providers Engaging People Fleeing Domestic Violence.

If working with the client via phone:

Let the person know you believe them, that what is happening to them (DV) is not their fault, that you are concerned for their safety, and want them to know that help is available. Ask if they would like to talk to a specialist in providing DV-related support and safety planning via Emerge's 24/7 multilingual hotline (520-795-4266).

- If yes: If your phone system allows it, make the call to Emerge's hotline and transfer the call so that a "warm handoff" can be made. If that's not feasible, then provide them with Emerge's hotline number for them to call directly.
- If no: Provide them with Emerge's hotline number in case they change their mind or wish to call at a later time.
- NOTE: Do not try to safety plan with the person, as some actions that create safety for one person/situation can cause increased danger for another person/situation. If needed, you (as a service provider) can call the Emerge hotline and get support in devising basic safety planning steps customized to that person's specific situation.
- NOTE: Do not call the police outside of the client's wishes unless you know that a physical assault is taking place in the moment.

If working with the client in-person:

If the victim is with their abusive partner, notify the couple that you need to speak with each person individually to collect certain information. Use this as an opportunity to speak to the victim in private to share your concern and offer help.

Let the person know you believe them, that what is happening to them (DV) is not their fault, that you are concerned for their safety, and want them to know that help is available. Ask if they would like to talk to a specialist in providing DV-related support and safety planning via Emerge's 24/7 multilingual hotline (520-795-4266).

- If yes: Provide the person with a private place to call the Emerge hotline and provide them with the phone number, a glass of water (if they would like it) and something to write on/with.
- If no: Provide them with Emerge's hotline number in case they change their mind or wish to call at a later time. This can be done using a "Need Help" pamphlet or, if available, an Emerge "wallet card."
- NOTE: Do not try to safety plan with the person, as some actions that create safety for one person/situation can cause increased danger for another person/situation. If needed, you (as a service provider) can call the Emerge hotline and get support in devising basic safety planning steps customized to that person's specific situation. ○ NOTE: Do not call the police outside of the client's wishes unless you see a physical assault taking place in the moment.

Triage Tool Process

1. The first thing you should ask the person in front of you is the GENERAL QUESTION, “Are you currently homeless?”
2. Regardless of the answer, please answer the “Diversion” questions on the Triage Tool.
3. If “Diversion” doesn’t resolve the issue at hand, and the person in front of you said, “YES” to being homeless, complete the following:
 - a. Complete the appropriate VI-SPDAT along with the Universal Data Elements.
 - b. Provide Resource Guide if needed

Please enter data into HMIS.

4. If DIVERSION doesn’t resolve the issue at hand, and the person in front of you said, “NO” to being homeless, complete the following:
 - a. Complete the appropriate prevention VI-SPDAT along with the Universal Data Elements b.
 - b. Provide Resource Guide if needed.

Please enter data into HMIS.

5. After completing 3. or 4 above. Please make sure back page questions in HMIS are answered.
6. If during the Diversion stage the person is not interested in services, but wants resources, please provide them a Resource Guide.

TPCH COORDINATED ENTRY TRIAGE AND DIVERSION TOOL

Introduction Script: (may be paraphrased and used at beginning of conversation): To determine what services may be available for you, I will need to collect some basic information about your current situation. This information is confidential and will only be used to assist you in accessing appropriate resources or programs. You may refuse to answer any question, but doing so may mean you will not be referred to available resources that might best help you in your current situation.

Housing Status and Prevention/Diversion/Rapid Exit Assistance: During conversation about housing situation, obtain the following information and (if ROI) enter into HMIS.

- 1 Is applicant **homeless**? (e.g., living on street, in vehicle, in uninhabitable place or at a shelter; or exiting an institution such as treatment or incarceration *in which the individual resided for less than 90 days and entered from a homeless situation*) ☐ Yes ☐ No
- 2 If not Homeless, is applicant **at risk of becoming homeless** within the next fourteen (14) days? ☐ Yes ☐ No ☐ N/A
- 3 Is applicant in a **dangerous or life-threatening situation** such as domestic violence, trafficking, sexual assault, or stalking? (See Coordinated Entry policy on Domestic Violence) ☐ Yes ☐ No
- 4 Is there somewhere applicant (and family) could **safely stay temporarily**? (Help applicant think through potential places – with family, friends, co-workers; at motel? Have applicant identify what barriers seem to exist and possible ways to overcome them.) ☐ Yes ☐ No ☐ N/A
- 5 What **assistance** might help applicant **stay housed or quickly get housing**?

☐ Rent Assistance (catch-up)
☐ Utility Assistance
☐ Move-in Costs (deposit, 1st month rent)
☐ Child Care
☐ Transportation (vehicle repair, bus pass)
☐ Food Assistance
☐ Tenant/Landlord mediation
☐ Legal Services
☐ Employment
☐ Other _____
- 6 Has applicant **exhausted all options** to get/maintain permanent housing on own? ☐ Yes ☐ No
- 7 **Triage Outcome:** (please select one)

☐ VI-SPDAT (homeless and/or dangerous life threatening situation)
☐ PR-VI-SPDAT (program/case management – if late notice, eviction court notice, or some eviction notice situations))
☐ Diversion/Rapid Exit: Self-resolve
☐ Diversion/Rapid Exit: Natural Support (family/friends)
☐ Diversion/Rapid Exit: Mainstream Financial Resources (rent, utilities, etc.)
☐ Not homeless or at risk (resource list provided)

BEFORE STARTING ANY VI-SPDAT OR PR-VI-SPDAT, ASK THE FOLLOWING:

I have a 10-15 minute assessment tool that I'd like to complete with you for possible referral to the Coordinated Entry homeless housing (or homeless prevention) program system. Would you be willing to do that with me?
(If yes, complete the appropriate VI-SPDAT or PR-VI-SPDAT.)

In addition, I would like to provide you with information on possible resources that may be helpful in your situation. Would you be interested in getting those resources?

TPCH Coordinated Entry: COVID-19 Assessment

Was your current episode of homelessness caused by (select all that apply):

- Loss of hours or employment related to the COVID-19 pandemic
- Unable to maintain employment because of childcare needs as a result of school/childcare closures
- Eviction or foreclosure from housing you rented or owned because of pandemic
- Other reason related to the COVID-19 pandemic (text box – describe)

Have you been diagnosed by a medical provider as currently having any of the following health conditions? Yes/No/Unsure/Client Refused

- Cancer
- Chronic kidney disease
- Chronic obstructive pulmonary disease (COPD)
- Immunocompromised state (weakened immune system) from solid organ transplant
- Obesity (body mass index [BMI] of 30 or higher)
- Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
- Sickle cell disease
- Type 2 diabetes mellitus

Have you or anyone in your household tested positive for COVID-19 at any point?

- Yes, no, unsure, client refused

TPCH Homelessness Prevention Prioritization Assessment

Q1: Is household's monthly rent cost equal to or greater than 40% of monthly household income?

- ☐ Yes (5 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q2: Is the household within 7 days of losing primary nighttime residence?

- ☐ Yes (5 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q3: Not including this time, how many times has the household been evicted in the past?

- ☐ Total Number of Prior Evictions (1 point per prior eviction)
- ☐ Client Doesn't Know/Refused (0 points)

Q4: Have you or any other adult member of your household previously had a lease in your name(s)?

- ☐ Yes (0 points)
- ☐ No (1 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q5: Have you or a member of your household broken a lease in the past (refused to pay rent, moved out before the lease ended without terminating the lease, etc.)?

- ☐ Yes (1 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q6: Not including this time, have there been other times when you were unable to pay your rent, utilities, or other bills?

- ☐ Yes (1 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q7: Are you or an adult member of your household currently residing in a prison, hospital, or other institution or did you exit one of these facilities in the last 30 days?

- ☐ Yes (1 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q8: Have you or an adult member of your household been convicted of a felony crime related to drugs, sex crimes, arson, or crimes against other people?

- ☐ Yes (1 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q9: Is any member of your household pregnant or under the age of 18?

- ☐ Yes (5 points)
- ☐ No (0 points)
- ☐ Client Doesn't Know/Refused (0 points)

Q10: Have you or any member of your household experienced homelessness that required you to sleep outside or in a car, in another place not meant for people to live, or at an emergency shelter or transitional housing program in the past 3 years?1

- _____ Yes (3 points)
- _____ No (0 points)
- _____ Client Doesn't Know/Refused (0 points)

Q11: Is your current situation in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to lose your housing?

- _____ Yes (2 points)
- _____ No (0 points)
- _____ Client Doesn't Know/Refused (0 points)

_____ **Subtotal**

_____ **(Add 2 points if household is currently fleeing or attempting to flee domestic violence, sexual assault, or stalking based on response provided in triage and diversion tool)**

_____ **Total**

Homeless Prevention Eligibility Information

<p>Agency: Interfaith Community Services</p> <p>Program: Homeless Prevention Emergency Solutions Grant (ESG) City of Tucson & Pima County</p> <p>Population: Individuals and/or families at imminent risk of homelessness</p> <p>Income: No more than 30% Area Median Income</p> <p>Criteria: Rental must meeting HUD Fair Market Rent Rate and pass Housing Quality Standards inspection; Past due rent letter</p>	<p>Agency: Our Family Services</p> <p>Program: Homeless Prevention Emergency Solutions Grant (ESG)</p> <p>Population: Individuals and/or families at imminent risk of homelessness</p> <p>Income: Preferred; No more than 50% Area Median Income</p> <p>Criteria: 5-day notice to evict</p>
<p>Agency: Primavera Foundation</p> <p>Program: Project Action for Veterans (PAV)/Supportive Service for Veteran Families (SSVF)</p> <p>Population: Veterans and their families at imminent risk of homelessness</p> <p>Income: No more than 50% Area Median Income</p> <p>Criteria: Must have Active Duty service with no dishonorable discharge; Eviction notice; Proof of Hardship; Rent Reasonableness</p>	<p>Agency: Our Family Services</p> <p>Program: Homeless Prevention funded by Arizona Department of Housing</p> <p>Population: Individuals and/or families at imminent risk of homelessness</p> <p>Income: Preferred</p> <p>Criteria: 5-days late notice</p>
<p>Agency: Primavera Foundation</p> <p>Program: Homeless Prevention funded by Arizona Department of Housing</p> <p>Population: Individuals and/or families at imminent risk of homelessness</p> <p>Income: Preferred</p> <p>Criteria: 5-days late notice</p>	

Area Median Income information located at: <https://www.huduser.gov/portal/datasets/il.html>

Fair Market Rent Rate information located at: <https://www.huduser.gov/portal/datasets/fmr.html>

Housing Quality Standards information located at:
https://www.hud.gov/sites/documents/DOC_9143.PDF

Rapid Rehousing (RRH) Projects Eligibility Information

<p>Agency: American Red Cross</p> <p>Project: Supportive Service for Veteran Families (SSVF) RRH</p> <p>Population: Veterans and their families who are homeless</p> <p>Income: No more than 50% Area Median Income</p> <p>Criteria: Must have Active Duty service with no dishonorable discharge; Eviction notice; Proof of Hardship; Rent Reasonableness</p>	<p>Agency: Community Bridges, Inc. (CBI)</p> <p>Project: ADOH Rapid Rehousing Project</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management</p>
<p>Agency: Compass Affordable Housing</p> <p>Project: Housing Solutions Tucson (ESG) RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, remain in housing 6-months, and includes case management</p>	<p>Agency: Our Family Services</p> <p>Project: ADOH Rapid Rehousing Project</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management</p>
<p>Agency: Our Family Services</p> <p>Project: DES Rapid Rehousing (ESG)</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>	<p>Agency: Our Family Services</p> <p>Project: Home Again (CoC) RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>
<p>Agency: Pima County/Sullivan Jackson Employment Center</p> <p>Project: ADOH Pima County Links RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>	<p>Agency: Pima County/Sullivan Jackson Employment Center</p> <p>Project: Advent (CoC) RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>

<p>Agency: Pima County/Sullivan Jackson Employment Center</p> <p>Project: Casa (CoC) RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>	<p>Agency: Pima County/Sullivan Jackson Employment Center</p> <p>Project: One Stop (CoC) RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>
<p>Agency: Primavera Foundation</p> <p>Program: Project Action for Veterans (PAV) /Supportive Service for Veteran Families (SSVF) RRH</p> <p>Population: Veterans and their families at imminent risk of homelessness</p> <p>Income: No more than 50% Area Median Income</p> <p>Criteria: Must have Active Duty service in the active military, naval or air service (active duty may include basic training) with other than dishonorable discharge and not dismissed by reason of a General Court-martial. To be eligible, National Guard and Reserve members must have been called into Federal service. Eviction notice; Proof of Hardship; Rent Reasonableness</p>	<p>Agency: Primavera Foundation</p> <p>Project: ADOH Rapid Rehousing Project</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management</p>
<p>Agency: Primavera Foundation</p> <p>Project: Home Again (CoC) RRH</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management</p>	<p>Agency: Primavera Foundation</p> <p>Project: Rapid Rehousing (CoT ESG)</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management</p>
<p>Agency: Primavera Foundation</p> <p>Project: DES Rapid Rehousing (ESG)</p> <p>Population: Individuals, Couples, Families, Youth & Meet HUD Literally Homeless Definition (see Homeless Definition below)</p> <p>Income: None Required</p> <p>Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management</p>	

Transitional Housing (TH) Projects Eligibility Information

<p>Agency: OPCS Project: Oasis Project (CoC) TH Population: Individuals & Families who have been discharged from Jail or Prison in the previous 12 months AND HUD Literally Homeless Definition (see Homeless Definition below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agency: Our Family Services Project: Blacklidge Youth Transitional Population: Youth (aged 18-24) & Meet HUD Literally Homeless Definition (see Homeless Definition Page) Income: None Required Criteria: Project based housing and includes case management</p>
<p>Agency: Our Family Services Project: Community Unity (RHY) TH Population: Youth (aged 18-21) Income: None Required Criteria: Includes case management</p>	<p>Agency: Our Family Services Project: Couples (RHY) w/ children TH Population: Youth (aged 18-21) Income: None Required Criteria: Includes case management</p>
<p>Agency: Our Family Services Project: Your Place (CoC) TH Population: Youth (aged 18-24) Income: None Required Criteria: Includes case management</p>	<p>Agency: Pima County/Sullivan Jackson Employment Center Project: La Casita (CoC) TH Population: Youth (aged 18-24) & Meet HUD Literally Homeless Definition (see Homeless Definition below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>

Permanent Supportive Housing (PSH) Projects Eligibility Information

<p>Agency: CODAC Project: Enhanced Supportive Housing (ESH)(CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management.</p>	<p>Agency: CODAC Project: Solitude (CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management.</p>
<p>Agencies: CODAC, Cope, OPCS Project: ECHO (CoC) (CoT) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below) and Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management.</p>	<p>Agencies: Community Bridges (CBI), Community Partners (CPI), Southern Arizona AIDS Foundation (SAAF) PSH Project: Shelter Plus Care II (CoC) (CoT) Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>
<p>Agencies: Community Bridges (CBI), Community Partners (CPI), OPCS, Southern Arizona AIDS Foundation (SAAF), TMM Family Services Project: Shelter Plus Care IV (CoC) (CoT) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agencies: Community Partners (CPI), Southern Arizona AIDS Foundation (SAAF) Project: Pathways (CoC) (CoT) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>

<p>Agency: Community Partners Inc. (CPI) Project: Shelter Plus Care TRA Pima (CoC) (ADOH) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agency: Community Partners Inc. (CPI) Project: Frontiers (CoC) PSH Population: Youth (aged 18-24) with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>
<p>Agency: Cope Community Services Project: Lifeworks Supportive Housing Project (CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agency: OPCS Project: Agave (CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below) and Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>
<p>Agency: OPCS Project: My Home (CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below) and Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agency: Our Family Services Project: Homes First PSH (CoC) PSH Population: Youth (aged 18-24) with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below); and Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection, and includes case management</p>

<p>Agency: Southern Arizona AIDS Foundation (SAAF) Project: Long Term Housing (CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below) and Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agency: Southern Arizona AIDS Foundation (SAAF) Project: Positive Housing Opportunities II (CoC) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below) and Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>
<p>Agency: Southern Arizona AIDS Foundation (SAAF) Project: Project Bienestar (CoC) (CPI) PSH Population: Individuals, Couples, Families, Youth with a HUD disabling condition & HUD Literally Homeless Definition (see Homeless Definition below) and Prioritizes Chronic Homelessness (see below) Income: None Required Criteria: Rental must meet HUD Fair Market Rent Rate, pass Housing Quality Standards inspection and includes case management; Project based housing also available.</p>	<p>Agency: Southern Arizona VA Health Care System (SAVAHCS) Project: HUD- VA Supportive Housing (VASH) Population: Veterans who qualify for VA services and their family Income: No more than 50% Area Median Income Criteria: Veteran must be homeless, have a disabling condition and need for case management and be willing to engage in case management. Rental must meet HUD requirements.</p>
<p>Agency: Tohono O'Odham Ki:Ki Association (TOKA) Project: Tribal Housing HUD- VA Supportive Housing (VASH) Population: Veterans who qualify for VA services and their family Income: No more than 80% Area Median Income Criteria: Veteran must be homeless, have a disabling condition and need for case management and be willing to engage in case management. Rental must meet HUD requirements.</p>	

HUD Homeless Definitions:

https://www.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

HUD Chronic Homeless Definition:

<https://www.hudexchange.info/resources/documents/Flowchart-of-HUDs-Definition-of-Chronic-Homelessness.pdf>

Area Median Income information located at: <https://www.huduser.gov/portal/datasets/il.html>

Fair Market Rent Rate information located at:

<https://www.huduser.gov/portal/datasets/fmr.html> **Housing Quality Standards information**

located at: https://www.hud.gov/sites/documents/DOC_9143.PDF

Outreach Checklist for Permanent Supportive Housing Providers

HMIS Client ID: ____	Agency & Project Name: _	Responsible Staff: _____
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Outreach Effort	W e e k 1	W e e k 2	W e e k 3	W e e k 4	Date/Notes/Staff
HMIS Clues:					
<input type="checkbox"/> Agency Affiliations					
<input type="checkbox"/> Call Records/Notes					
<input type="checkbox"/> VI SPDAT Agency					
<input type="checkbox"/> Family/Messag e Info					
<input type="checkbox"/> Program Entries					
Check the Community:					
<input type="checkbox"/> Downtown Donut visit					
<input type="checkbox"/> Court Roster (Ward 5)					
<input type="checkbox"/> Social Media (Facebook, etc.)					
<input type="checkbox"/> Pima County Inmate Lookup					
<input type="checkbox"/> State Inmate Lookup					

	VA Bldg. 90					
	VI SPDAT Noted Location					
Shelters/Agency POCS:						
<input type="checkbox"/>	Casa Maria visit					
	Church on the Street visit					
	Gospel Rescue Mission					
	Primavera + Mail					
	Salvation Army					
	Sister Jose's					
	St Francis Shelter					
<input type="checkbox"/>	Summer Cooling sites/Winter Shelter (TPCH website updates)					
	Veterans on Patrol					
Community Outreach Dates						

Outreach Checklist for Rapid Re-Housing Providers

HMIS Client ID: ____	Agency & Project Name: _	Responsible Staff: _____
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Outreach Effort	Week 1	Final Week	Date/Notes/Staff
HMIS Clues:			
<input type="checkbox"/> Agency Affiliations			
<input type="checkbox"/> Call Records/Notes			
<input type="checkbox"/> VI SPDAT Agency			
<input type="checkbox"/> Family/Message Info			
<input type="checkbox"/> Program Entries			
Check the Community:			
<input type="checkbox"/> Downtown Donut visit			
<input type="checkbox"/> Court Roster (Ward 5)			
<input type="checkbox"/> Social Media (Facebook, etc.)			
<input type="checkbox"/> Pima County Inmate Lookup			
<input type="checkbox"/> State Inmate Lookup			
<input type="checkbox"/> VA Bldg. 90			
<input type="checkbox"/> VI SPDAT Noted Location			
Shelters/Agency POCS:			

<input type="checkbox"/>	Casa Maria visit			
<input type="checkbox"/>	Church on the Street visit			
<input type="checkbox"/>	Gospel Rescue Mission			
<input type="checkbox"/>	Primavera + Mail			
<input type="checkbox"/>	Salvation Army			
<input type="checkbox"/>	Sister Jose's			
<input type="checkbox"/>	St Francis Shelter			
<input type="checkbox"/>	Summer Cooling sites/Winter Shelter (TPCH website updates)			
<input type="checkbox"/>	Veterans on Patrol			
Community Outreach Dates				

Outreach Contacts

Agency/Location	Point of Contact	Details
City Court	Lupita Robles	791-4231 or lupita.robles@tucsonaz.gov
Hospitals & Crisis Response Center	(Tucson Fire TC3 Navigator)	Physical Visit
Pima County inmate Lookup	www.sheriff.pima.gov/inmate/	Internet; also contact Community Health Associates
State Inmate Lookup	https://corrections.az.gov/public-resources/inmate-datasearch	Internet
Casa Maria	Physical Visit 352 E 25 th St	Daily 8:30 – 11:30 am
Church on the Street	Physical Visit 1402 S Tyndall	Pastor Tim Booker Pastortim.cots@gmail.com
Gospel Rescue Mission	740-1501	
Primavera	Emma Hockenberg 623-5111	ehockenberg@primavera.org
Salvation Army	1002 N Main Ave Kim Graham Ph# 448-5506 Steve Adams Ph# 448-5523	kim.graham@usw.salvationarmy.org steven.adams@usw.salvationarmy.org
Sister Jose Women's Center	1050 S Park Ave Ph#909-3905 Penny Buckley C# 471-4903	admin@sisterjose.org
St. Francis Shelter	601 E Ft Lowell Rd Ph# 269-2169 Carl Zawatski C# 406-5300	czawatski56@gmail.com Facebook: St Francis Men's Center
VA Bldg. 90	Jocelyn Muzzin 792-1450 x1901	jocelyn.muzzin@va.gov

Case Conferencing Key Terms and Definitions

Attempting To Locate (ATL) – Housing provider is working to engage with client.
Being Served – Client is engaged with the VA and their providers for permanent housing. Community Vouchered – Veteran is accepted for community Permanent Supportive Housing (PSH) and must locate housing within 60-days of voucher before expiration.

Housed by Self – Client has obtained permanent housing.

Housed/VASH Housed – Client is in Rapid Rehousing or Permanent Supportive Housing (PSH). In Process – Housing provider is engaged with client with housing plan. Missing/No Contact – Client has not been in contact with the community for a minimum of 90 days or longer.

No Update/Pending – Housing provider has no current or new status report. Outreach – Community Outreach List.

Priority/By-Name List – Client(s) VI-SPDAT sent to HMIS and placed on priority list.

“Tax Credit” Wait List – Veteran is being referred for special tax credit housing.

VASH Referred – Veteran is referred for VASH housing. VASH Accepted – Veteran is approved for VASH housing.

Vouchered – Person is accepted for housing and must locate housing within a certain time frame (120-days for VASH or 90 days for HCV) of voucher before expiration.

(3) Scheduled payments to a reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);

(4) Building security for a structure where more than 50 percent of the units or area is paid for with grant funds;

(5) Electricity, gas, and water;

(6) Furniture; and

(7) Equipment.

(c) *Ineligible costs.* Program funds may not be used for rental assistance and operating costs in the same project. Program funds may not be used for the operating costs of emergency shelter- and supportive service-only facilities. Program funds may not be used for the maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

§ 578.57 Homeless Management Information System.

(a) *Eligible costs.* (1) The recipient or subrecipient may use Continuum of Care program funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care, including the costs of:

(i) Purchasing or leasing computer hardware;

(ii) Purchasing software or software licenses;

(iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;

(iv) Obtaining technical support;

(v) Leasing office space;

(vi) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;

(vii) Paying salaries for operating HMIS, including:

(A) Completing data entry;

(B) Monitoring and reviewing data quality;

(C) Completing data analysis;

(D) Reporting to the HMIS Lead;

(E) Training staff on using the HMIS; and

(F) Implementing and complying with HMIS requirements;

(viii) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

(ix) Paying staff travel costs to conduct intake; and

(x) Paying participation fees charged by the HMIS Lead, as authorized by HUD, if the recipient or subrecipient is not the HMIS Lead.

(2) If the recipient or subrecipient is the HMIS Lead, it may also use Continuum of Care funds to pay the costs of:

- (i) Hosting and maintaining HMIS software or data;
- (ii) Backing up, recovering, or repairing HMIS software or data;
- (iii) Upgrading, customizing, and enhancing the HMIS;
- (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
- (v) Administering the system;
- (vi) Reporting to providers, the Continuum of Care, and HUD; and
- (vii) Conducting training on using the system, including traveling to the training.

(3) If the recipient or subrecipient is a victim services provider, or a legal services provider, it may use Continuum of Care funds to establish and operate a comparable database that complies with HUD's HMIS requirements.

(b) *General restrictions.* Activities funded under this section must comply with the HMIS requirements.

§ 578.59 Project administrative costs.

(a) *Eligible costs.* The recipient or subrecipient may use up to 10 percent of any grant awarded under this part, excluding the amount for Continuum of Care Planning Activities and UFA costs, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 578.43 through § 578.57, because those costs are eligible as part of those activities. Eligible administrative costs include:

(1) *General management, oversight, and coordination.* Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

(i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

- (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
- (B) Developing systems for assuring compliance with program requirements;
- (C) Developing agreements with subrecipients and contractors to carry out program activities;
- (D) Monitoring program activities for progress and compliance with program requirements;
- (E) Preparing reports and other documents directly related to the program for submission to HUD;
- (F) Coordinating the resolution of audit and monitoring findings;

(G) Evaluating program results against stated objectives; and

(H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)

(i)(A) through (G) of this section.

(ii) Travel costs incurred for monitoring of subrecipients;

(iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and

(iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

(2) *Training on Continuum of Care requirements.* Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.

(3) *Environmental review.* Costs of carrying out the environmental review responsibilities under § 578.31.

(b) *Sharing requirement.* (1) *UFAs.* If the recipient is a UFA that carries out a project, it may use up to 10 percent of the grant amount awarded for the project on project administrative costs. The UFA must share the remaining project administrative funds with its subrecipients.

(2) *Recipients that are not UFAs.* If the recipient is not a UFA, it must share at least 50 percent of project administrative funds with its subrecipients.

§ 578.61 Relocation costs.

(a) *In general.* Relocation costs under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are eligible.

(b) *Eligible relocation costs.* Eligible costs are costs to provide relocation payments and other assistance to persons displaced by a project assisted with grant funds in accordance with § 578.83.

§ 578.63 Indirect costs.

(a) *In general.* Continuum of Care funds may be used to pay indirect costs in accordance with 2 CFR part 200, subpart E.

(b) *Allocation.* Indirect costs may be allocated to each eligible activity as provided in this subpart, so long as that allocation is consistent with an indirect cost rate proposal developed in accordance with 2 CFR part 200, subpart E.

(c) *Expenditure limits.* The indirect costs charged to an activity subject to an expenditure limit under §§ 578.39, 578.41, and 578.59 must be added to the direct costs charged for that activity when determining the total costs subject to the expenditure limits.

[77 FR 45442, July 31, 2012, as amended at 80 FR 75939, Dec. 7, 2015]

Subpart E—High-Performing Communities

§ 578.65 Standards.

(a) *In general.* The collaborative applicant for a Continuum may apply to HUD to have the Continuum be designated a high-performing community (HPC). The designation shall be for grants awarded in the same competition in which the designation is applied for and made.

(b) *Applying for HPC designation.* The application must be submitted at such time and in such manner as HUD may require, must use HMIS data where required to show the standards for qualifying are met, and must contain such information as HUD requires, including at a minimum:

(1) A report showing how the Continuum of Care program funds received in the preceding year were expended;

(2) A specific plan for how grant funds will be expended; and

(3) Information establishing that the Continuum of Care meets the standards for HPCs.

(c) *Standards for qualifying as an HPC.* To qualify as an HPC, a Continuum must demonstrate through:

(1) Reliable data generated by the Continuum of Care's HMIS that it meets all of the following standards:

(i) *Mean length of homelessness.* Either the mean length of episode of homelessness within the Continuum's geographic area is fewer than 20 days, or the mean length of episodes of homelessness for individuals or families in similar circumstances was reduced by at least 10 percent from the preceding federal fiscal year.

(ii) *Reduced recidivism.* Of individuals and families who leave homelessness, less than 5 percent become homeless again at any time within the next 2 years; or the percentage of individuals and families in similar circumstances who become homeless again within 2 years after leaving homelessness was decreased by at least 20 percent from the preceding federal fiscal year.

(iii) *HMIS coverage.* The Continuum's HMIS must have a bed coverage rate of 80 percent and a service volume coverage rate of 80 percent as calculated in accordance with HUD's HMIS requirements.

(iv) *Serving families and youth.* With respect to Continuums that served homeless families and youth defined as homeless under other federal statutes in paragraph (3) of the definition of homeless in § 576.2:

(A) 95 percent of those families and youth did not become homeless again within a 2-year period following termination of assistance; or

(B) 85 percent of those families achieved independent living in permanent housing for at least 2 years following termination of assistance.

(2) Reliable data generated from sources other than the Continuum's HMIS that is provided in a narrative or other form prescribed by HUD that it meets both of the following standards:

(i) *Community action.* All the metropolitan cities and counties within the Continuum's geographic area have a comprehensive outreach plan, including specific steps for identifying homeless persons and referring them to appropriate housing and services in that geographic area.

(ii) *Renewing HPC status.* If the Continuum was designated an HPC in the previous federal fiscal year and used Continuum of Care grant funds for activities described under § 578.71, that such activities were effective at reducing the number of individuals and families who became homeless in that community.

§ 578.67 Publication of application.

HUD will publish the application to be designated an HPC through the HUD Web site, for public comment as to whether the Continuum seeking designation as an HPC meets the standards for being one.

§ 578.69 Cooperation among entities.

An HPC must cooperate with HUD in distributing information about its successful efforts to reduce homelessness.

§ 578.71 HPC-eligible activities.

In addition to using grant funds for the eligible costs described in subpart D of this part, recipients and subrecipients in Continuums of Care designated as HPCs may also use grant funds to provide housing relocation and stabilization services and short- and/or medium-term rental assistance to individuals and families at risk of homelessness as set forth in 24 CFR 576.103 and 24 CFR 576.104, if necessary to prevent the individual or family from becoming homeless. Activities must be carried out in accordance with the plan submitted in the application. When carrying out housing relocation and stabilization services and short- and/or medium-term rental assistance, the written standards set forth in § 578.7(a)(9)(v) and recordkeeping requirements of 24 CFR 576.500 apply.

Subpart F—Program Requirements

§ 578.73 Matching requirements.

(a) *In general.* The recipient or subrecipient must match all grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. For Continuum of Care geographic areas in which there is more than one grant agreement, the 25 percent match must be provided on a grant-by-grant basis. Recipients that are UFAs or are the sole recipient for their Continuum, may provide match on a Continuum-wide basis. Cash match must be used for the costs of activities that are eligible under subpart D of this part, except that HPCs may use such match for the costs of activities that are eligible under § 578.71.

(b) *Cash sources.* Notwithstanding 2 CFR 200.306(b)(5), a recipient or subrecipient may use funds from any source, including any other federal sources (excluding Continuum of Care program funds), as well as State, local, and private sources, provided that funds from the source are not statutorily prohibited to be used as a match. The recipient must ensure that any funds used to satisfy the matching requirements of this section are eligible under the laws governing the funds in order to be used as matching funds for a grant awarded under this program.

(c) *In-kind contributions.* (1) The recipient or subrecipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been eligible under Subpart D, or, in the case of HPCs, eligible under § 578.71.

(2) The requirements of 2 CFR 200.306, with the exception of § 200.306(b)(5) apply.

(3) Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(i) The MOU must establish the unconditional commitment, except for selection to receive a grant, by the third party to provide the services, the specific service to be provided, the profession of the persons providing the service, and the hourly cost of the service to be provided.

(ii) During the term of the grant, the recipient or subrecipient must keep and make available, for inspection, records documenting the service hours provided. [77 FR 45442, July 31, 2012, as amended at 80 FR 75940, Dec. 7, 2015]

§ 578.75 General operations.

(a) *State and local requirements.* (1) Housing and facilities constructed or rehabilitated with assistance under this part must meet State or local building codes, and in the absence of State or local building codes, the International Residential Code or International Building Code (as applicable to the type of structure) of the International Code Council.

(2) Services provided with assistance under this part must be provided in compliance with all applicable State and local requirements, including licensing requirements.

(b) *Housing quality standards.* Housing leased with Continuum of Care program funds, or for which rental assistance payments are made with Continuum of Care program funds, must meet the applicable housing quality standards (HQS) under 24 CFR 982.401 of this title, except that 24 CFR 982.401(j) applies only to housing occupied by program participants receiving tenant-based rental assistance. For housing rehabilitated with funds under this part, the lead-based paint requirements in 24 CFR part 35, subparts A, B, J, and R apply. For housing that receives project-based or sponsor-based rental assistance, 24 CFR part 35, subparts A, B, H, and R apply. For residential property for which funds under this part are used for acquisition, leasing, services, or operating costs, 24 CFR part 35, subparts A, B, K, and R apply.

(1) Before any assistance will be provided on behalf of a program participant, the recipient, or subrecipient, must physically inspect each unit to assure that the unit meets HQS. Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or subrecipient verifies that all deficiencies have been corrected.

(2) Recipients or subrecipients must inspect all units at least annually during the grant period to ensure that the units continue to meet HQS.

(c) *Suitable dwelling size.* The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

(1) Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(2) If household composition changes during the term of assistance, recipients and subrecipients may relocate the household to a more appropriately sized unit. The household must still have access to appropriate supportive services.

(d) *Meals.* Each recipient and subrecipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(e) *Ongoing assessment of supportive services.* To the extent practicable, each project must provide supportive services for residents of the project and homeless persons using the project, which may be designed by the recipient or participants. Each recipient and subrecipient of assistance under this part must conduct an ongoing assessment of the supportive services needed by the residents of the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability and must make adjustments, as appropriate.

(f) *Residential supervision.* Each recipient and subrecipient of assistance under this part must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing.

Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(g) *Participation of homeless individuals.* (1) Each recipient and subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the recipient or subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a recipient or subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

(2) Each recipient and subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

(h) *Supportive service agreement.* Recipients and subrecipients may require the program participants to take part in supportive services that are not disability-related services provided through the project as a condition of continued participation in the program. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication, which are provided to a person with a disability to address a condition caused by the disability. Notwithstanding this provision, if the purpose of the project is to provide substance abuse treatment services, recipients and subrecipients may require program participants to take part in such services as a condition of continued participation in the program.

(i) *Retention of assistance after death, incarceration, or institutionalization for more than 90 days of qualifying member.* For permanent supportive housing projects surviving, members of any household who were living in a unit assisted under this part at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization, have the right to rental assistance under this section until the expiration of the lease in effect at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization.

(j) *Remaining program participants following bifurcation of a lease or eviction as a result of domestic violence.* For permanent supportive housing projects, members of any household who were living in a unit assisted under this part at the time of a qualifying member's eviction from the unit because the qualifying member was found to have engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, have the right to rental assistance under this section until the expiration of the lease in effect at the time of the qualifying member's eviction. [77 FR 45442, July 31, 2012, as amended at 81 FR 80810, Nov. 16, 2016]

§ 578.77 Calculating occupancy charges and rent.

(a) *Occupancy agreements and leases.* Recipients and subrecipients must have signed occupancy agreements or leases (or subleases) with program participants residing in housing.

(b) *Calculation of occupancy charges.* Recipients and subrecipients are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, if occupancy charges are imposed, they may not exceed the highest of:

- (1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);
- (2) 10 percent of the family's monthly income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.

(4) *Income.* Income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). Recipients and subrecipients must examine a program participant's income initially, and if there is a change in family composition (e.g., birth of a child) or a decrease in the resident's income during the year, the resident may request an interim reexamination, and the occupancy charge will be adjusted accordingly.

(c) *Resident rent.* (1) *Amount of rent.* (i) Each program participant on whose behalf rental assistance payments are made must pay a contribution toward rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)).

(ii) Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

(2) *Review.* Recipients or subrecipients must examine a program participant's income initially, and at least annually thereafter, to determine the amount of the contribution toward rent payable by the program participant. Adjustments to a program participant's contribution toward the rental payment must be made as changes in income are identified.

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

§ 578.79 Limitation on transitional housing.

A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

§ 578.81 Term of commitment, repayment of grants, and prevention of undue benefits.

(a) *In general.* All recipients and subrecipients receiving grant funds for acquisition, rehabilitation, or new construction must operate the housing or provide supportive services in accordance with this part, for at least 15 years from the date of initial occupancy or date of initial service provision. Recipient and subrecipients must execute and record a HUD-approved Declaration of Restrictive Covenants before receiving payment of grant funds.

(b) *Conversion.* Recipients and subrecipients carrying out a project that provides transitional or permanent housing or supportive services in a structure may submit a request to HUD to convert a project for the direct benefit of very low-income persons. The request must be made while the project is operating as homeless housing or supportive services for homeless individuals and families, must be in writing, and must include an explanation of why the project is no longer needed to provide transitional or permanent housing or supportive services. The primary factor in HUD's decision on the proposed conversion is the unmet need for transitional or permanent housing or supportive services in the Continuum of Care's geographic area.

(c) *Repayment of grant funds.* If a project is not operated as transitional or permanent housing for 10 years following the date of initial occupancy, HUD will require repayment of the entire amount of the grant used for acquisition, rehabilitation, or new construction, unless conversion of the project has been authorized under paragraph (b) of this section. If the housing is used for such purposes for more than 10 years, the payment amount will be reduced by 20 percentage points for each year, beyond the 10-year period in which the project is used for transitional or permanent housing.

(d) *Prevention of undue benefits.* Except as provided under paragraph

(e) of this section, upon any sale or other disposition of a project site that received grant funds for acquisition, rehabilitation, or new construction, occurring before the 15-year period, the recipient must comply with such terms and conditions as HUD may prescribe to prevent the recipient or subrecipient from unduly benefiting from such sale or disposition.

(e) *Exception.* A recipient or subrecipient will not be required to comply with the terms and conditions prescribed under paragraphs (c) and (d) of this section if:

(1) The sale or disposition of the property used for the project results in the use of the property for the direct benefit of very low-income persons;

(2) All the proceeds are used to provide transitional or permanent housing that meet the requirements of this part;

(3) Project-based rental assistance or operating cost assistance from any federal program or an equivalent State or local program is no longer made available and the project is meeting applicable performance standards, provided that the portion of the project that had benefitted from such assistance continues to meet the tenant income and rent restrictions for low-income units under section 42(g) of the Internal Revenue Code of 1986; or

(4) There are no individuals and families in the Continuum of Care geographic area who are homeless, in which case the project may serve individuals and families at risk of homelessness.

§ 578.83 Displacement, relocation, and acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, recipients and subrecipients must ensure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of projects assisted under this part. "Project," as used in this section, means any activity or series of activities assisted with Continuum of Care funds received or anticipated in any phase of an undertaking.

(b) *Temporary relocation.* (1) *Existing Building Not Assisted under Title IV of the McKinney-Vento Act.* No tenant may be required to relocate temporarily for a project if the building in which the project is being undertaken or will be undertaken is not currently assisted under Title IV of the McKinney-Vento Act. The absence of such assistance to the building means the tenants are not homeless and the tenants are therefore not eligible to receive assistance under the Continuum of Care program. When a tenant moves for such a project under conditions that cause the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, to apply, the tenant must be treated as permanently displaced and offered relocation assistance and payments consistent with paragraph (c) of this section.

(2) *Existing Transitional Housing or Permanent Housing Projects Assisted Under Title IV of the McKinney-Vento Act.* Consistent with paragraph (c)(2)(ii) of this section, no program participant may be required to relocate temporarily for a project if the person cannot be offered a decent, safe, and sanitary unit in the same building or complex upon project completion under reasonable terms and conditions. The length of occupancy requirements in § 578.79 may prevent a program participant from returning to the property upon completion (See paragraph (c)(2)(iii)(D) of this section). Any program participant who has been

temporarily relocated for a period beyond one year must be treated as permanently displaced and offered relocation assistance and payments consistent with paragraph (c) of this section. Program participants temporarily relocated in accordance with the policies described in this paragraph must be provided:

(i) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/occupancy charges and utility costs; and

(ii) Appropriate advisory services, including reasonable advance written notice of:

(A) The date and approximate duration of the temporary relocation;

(B) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(C) The reasonable terms and conditions under which the program participant will be able to occupy a suitable, decent, safe, and sanitary dwelling in the building or complex upon completion of the project; and

(D) The provisions of paragraph (b)(2)(i) of this section.

(c) *Relocation assistance for displaced persons.* (1) *In general.* A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance in accordance with the requirements of the URA and implementing regulations at 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act. Whenever possible, minority persons must be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. See 49 CFR 24.205(c)(2)(ii)(D).

(2) *Displaced person.* (i) For the purposes of paragraph (c) of this section, the term "displaced person" means any 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 a project. This includes any permanent, involuntary move for a project, including any permanent move from the real property that is made:

(A) After the owner (or person in control of the site) issues a notice to move permanently from the property, or refuses to renew an expiring lease, if the move occurs after the date of the submission by the recipient or subrecipient of an application for assistance to HUD (or the recipient, as applicable) that is later approved and funded and the recipient or subrecipient has site control as evidenced in accordance with § 578.25(b); or

(B) After the owner (or person in control of the site) issues a notice to move permanently from the property, or refuses to renew an expiring lease, if the move occurs after the date the recipient or subrecipient obtains site control, as evidenced in accordance with § 578.25(b), if that occurs after the application for assistance; or

(C) Before the date described under paragraph (c)(2)(i)(A) or (B) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(D) By a tenant of a building that is not assisted under Title IV of the McKinney-Vento Act, if the tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project; or

(ii) For the purposes of paragraph (c) of this section, the term "displaced person" means any 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 a project. This includes any permanent, involuntary move for a project that is made by a program participant occupying transitional housing or permanent housing assisted under Title IV of the McKinney-Vento Act, if any one of the following three situations occurs:

(A) The program participant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project and is either not eligible to return upon project completion or the move occurs before the program participant is provided written notice offering the program participant an opportunity to occupy a suitable, decent, safe, and sanitary dwelling in the same building or complex upon project completion under reasonable terms and conditions. Such reasonable terms and conditions must include a lease (or occupancy agreement, as applicable) consistent with Continuum of Care program requirements, including a monthly rent or occupancy charge and monthly utility costs that does not exceed the maximum amounts established in § 578.77; or

(B) The program participant is required to relocate temporarily, does not return to the building or complex, and any one of the following situations occurs:

(1) The program participant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation;

(2) The program participant is not eligible to return to the building or complex upon project completion; or

(3) Other conditions of the temporary relocation are not reasonable; or

(C) The program participant is required to move to another unit in the same building or complex, and any one of the following situations occurs:

(1) The program participant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move;

(2) The program participant is not eligible to remain in the building or complex upon project completion; or

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

(iii) Notwithstanding the provisions of paragraph (c)(2)(i) or (ii) of this section, a person does not qualify as a "displaced person" if:

A) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement; the eviction complied with applicable federal, State, or local requirements (see § 578.91); and the recipient or subrecipient determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

B) The person moved into the property after the submission of the application but, before signing a lease or occupancy agreement and commencing occupancy, was provided written notice of the project's possible impact on the person (e.g., the person may be displaced, temporarily relocated, or incur a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any relocation assistance provided under this section), as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(a)(9)(ii);

(D) The person is a program participant occupying transitional housing or permanent housing assisted under Title IV of the Act who must move as a direct result of the length-of- occupancy restriction under § 578.79; or

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

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

(3) *Initiation of negotiations.* For purposes of determining the formula for computing replacement housing payment assistance to be provided to a displaced person pursuant to this section, if the displacement is a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, "initiation of negotiations" means the execution of the agreement between the recipient and the subrecipient, or between the recipient (or subrecipient, as applicable) and the person owning or controlling the property. In the case of an option contract to acquire property, the initiation of negotiations does not become effective until execution of a written agreement that creates a legally enforceable commitment to proceed with the purchase, such as a purchase agreement.

(d) *Real property acquisition requirements.* Except for acquisitions described in 49 CFR 24.101(b)(1) through (5), the URA and the requirements of 49 CFR part 24, subpart B apply to any acquisition of real property for a project where there are Continuum of Care funds in any part of the project costs.

(e) *Appeals.* A person who disagrees with the recipient's (or subrecipient's, if applicable) 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 (see 49 CFR 24.10). 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 local HUD field office.

§ 578.85 Timeliness standards.

(a) *In general.* Recipients must initiate approved activities and projects promptly.

(b) *Construction activities.* Recipients of funds for rehabilitation or new construction must meet the following standards:

- (1) Construction activities must begin within 9 months of the later of signing of the grant agreement or of signing an addendum to the grant agreement authorizing use of grant funds for the project.
- (2) Construction activities must be completed within 24 months of signing the grant agreement.
- (3) Activities that cannot begin until after construction activities are completed must begin within 3 months of the date that construction activities are completed.

(c) *Distribution.* A recipient that receives funds through this part must:

- (1) Distribute the funds to subrecipients (in advance of expenditures by the subrecipients);
- (2) Distribute the appropriate portion of the funds to a subrecipient no later than 45 days after receiving an approvable request for such distribution from the subrecipient; and
- (3) Draw down funds at least once per quarter of the program year, after eligible activities commence.

§ 578.87 Limitation on use of funds.

(a) *Maintenance of effort.* No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.

(b) *Equal participation of faith-based organizations.* The HUD program requirements in § 5.109 apply to the Continuum of Care program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

(c) *Restriction on combining funds.* In a single structure or housing unit, the following types of assistance may not be combined:

- (1) Leasing and acquisition, rehabilitation, or new construction;
 - (2) Tenant-based rental assistance and acquisition, rehabilitation, or new construction;
 - (3) Short- or medium-term rental assistance and acquisition, rehabilitation, or new construction;
 - (4) Rental assistance and leasing; or
 - (5) Rental assistance and operating.
- (d) *Program fees.* Recipients and subrecipients may not charge program participants program fees. [77 FR 45442, July 31, 2012, as amended at 80 FR 75804, Dec. 4, 2015; 80 FR 75940, Dec. 7, 2015; 81 FR 19418, Apr. 4, 2016]

§ 578.89 Limitation on use of grant funds to serve persons defined as homeless under other federal laws.

- (a) *Application requirement.* Applicants that intend to serve unaccompanied youth and families with children and youth defined as homeless under other federal laws in paragraph (3) of the homeless definition in § 576.2 must demonstrate in their application, to HUD's satisfaction, that the use of grant funds to serve such persons is an equal or greater priority than serving persons defined as homeless under paragraphs (1), (2), and (4) of the definition of homeless in § 576.2. To demonstrate that it is of equal or greater priority, applicants must show that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth.
- (b) *Limit.* No more than 10 percent of the funds awarded to recipients within a single Continuum of Care's geographic area may be used to serve such persons.
- (c) *Exception.* The 10 percent limitation does not apply to Continuums in which the rate of homelessness, as calculated in the most recent point-in-time count, is less than one-tenth of one percent of the total population.

§ 578.91 Termination of assistance to program participants.

- (a) *Termination of assistance.* The recipient or subrecipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same individual or family.
- (b) *Due process.* In terminating assistance to a program participant, the recipient or subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
- (1) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
 - (2) Written notice to the program participant containing a clear statement of the reasons for termination;
 - (3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - (4) Prompt written notice of the final decision to the program participant.
- (c) *Hard-to-house populations.* Recipients and subrecipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all

extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participant's assistance is terminated only in the most severe cases.

§ 578.93 Fair Housing and Equal Opportunity.

(a) *Nondiscrimination and equal opportunity requirements.* The nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a) are applicable.

(b) *Housing for specific subpopulations.* Recipients and subrecipients may exclusively serve a particular homeless subpopulation in transitional or permanent housing if the housing addresses a need identified by the Continuum of Care for the geographic area and meets one of the following:

(1) The housing may be limited to one sex where such housing consists of a single structure with shared bedrooms or bathing facilities such that the considerations of personal privacy and the physical limitations of the configuration of the housing make it appropriate for the housing to be limited to one sex;

(2) The housing may be limited to a specific subpopulation, so long as admission does not discriminate against any protected class under federal nondiscrimination laws in 24 CFR 5.105 (e.g., the housing may be limited to homeless veterans, victims of domestic violence and their children, or chronically homeless persons and families).

(3) The housing may be limited to families with children.

(4) If the housing has in residence at least one family with a child under the age of 18, the housing may exclude registered sex offenders and persons with a criminal record that includes a violent crime from the project so long as the child resides in the housing.

(5) Sober housing may exclude persons who refuse to sign an occupancy agreement or lease that prohibits program participants from possessing, using, or being under the influence of illegal substances and/or alcohol on the premises.

(6) If the housing is assisted with funds under a federal program that is limited by federal statute or Executive Order to a specific subpopulation, the housing may be limited to that subpopulation (e.g., housing also assisted with funding from the Housing Opportunities for Persons with AIDS program under 24 CFR part 574 may be limited to persons with acquired immunodeficiency syndrome or related diseases).

(7) Recipients may limit admission to or provide a preference for the housing to subpopulations of homeless persons and families who need the specialized supportive services that are provided in the housing (e.g., substance abuse addiction treatment, domestic violence services, or a high intensity package designed to meet the needs of hard-to-reach homeless persons). While the housing may offer services for a particular type of disability, no otherwise eligible individuals with disabilities or families including an individual with a disability, who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

(c) *Affirmatively furthering fair housing.* A recipient must implement its programs in a manner that affirmatively furthers fair housing, which means that the recipient must:

(1) Affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities;

(2) Where a recipient encounters a condition or action that impedes fair housing choice for current or prospective program participants, provide such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and

(3) Provide program participants with information on rights and remedies available under applicable federal, State and local fair housing and civil rights laws.

(d) *Accessibility and integrative housing and services for persons with disabilities.* Recipients and subrecipients must comply with the accessibility requirements of the Fair Housing Act (24 CFR part 100), Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8), and Titles II and III of the Americans with Disabilities Act, as applicable (28 CFR parts 35 and 36). In accordance with the requirements of 24 CFR 8.4(d), recipients must ensure that their program's housing and supportive services are provided in the most integrated setting appropriate to the needs of persons with disabilities.

(e) *Prohibition against involuntary family separation.* The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

§ 578.95 Conflicts of interest.

(a) *Procurement.* For the procurement of property (goods, supplies, or equipment) and services, the recipient and its subrecipients must comply with the standards of conduct and conflict-of-interest requirements under 2 CFR 200.317 and 200.318.

(b) *Continuum of Care board members.* No Continuum of Care board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents.

(c) *Organizational conflict.* An organizational conflict of interest arises when, because of activities or relationships with other persons or organizations, the recipient or subrecipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance under this part, or when a covered person's, as in paragraph (d)(1) of this section, objectivity in performing work with respect to any activity assisted under this part is or might be otherwise impaired. Such an organizational conflict would arise when a board member of an applicant participates in decision of the applicant concerning the award of a grant, or provision of other financial benefits, to the organization that such member represents. It would also arise when an employee of a recipient or subrecipient participates in making rent reasonableness determinations under § 578.49(b)(2) and § 578.51(g) and housing quality inspections of property under § 578.75(b) that the recipient, subrecipient, or related entity owns.

(d) *Other conflicts.* For all other transactions and activities, the following restrictions apply:

(1) No covered person, meaning a person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients and who exercises or has exercised any functions or responsibilities with respect to activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under this part, may obtain a financial interest or benefit from an assisted activity, have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

(2) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (d)(2)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph (d)(2)(ii) of this section.

(i) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(A) Disclosure of the nature of the conflict, accompanied by a written assurance, if the recipient is a government, that there has been public disclosure of the conflict and a description of how the public disclosure was made; and if the recipient is a private nonprofit organization, that the conflict has been disclosed in accordance with their written code of conduct or other conflict-of-interest policy; and

(B) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law, or if the subrecipient is a private nonprofit organization, the exception would not violate the organization's internal policies.

(ii) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (c)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the Continuum of Care program and the effective and efficient administration of the recipient's or subrecipient's project, taking into account the cumulative effect of the following factors, as applicable:

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

(B) Whether an opportunity was provided for open competitive bidding or negotiation;

(C) Whether the affected person has withdrawn from his or her functions, responsibilities, or the decision-making process with respect to the specific activity in question;

(D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (c)(1) of this section;

(E) Whether undue hardship will result to the recipient, the subrecipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict;

(F) Whether the person affected is a member of a group or class of persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; and

(G) Any other relevant considerations. [77 FR 45442, July 31, 2012, as amended at 80 FR 75940, Dec. 7, 2015]

§ 578.97 Program income.

(a) *Defined.* Program income is the income received by the recipient or subrecipient directly generated by a grant-supported activity.

(b) *Use.* Program income earned during the grant term shall be retained by the recipient, and added to funds committed to the project by HUD and the recipient, used for eligible activities in accordance with the requirements of this part. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds. (c) *Rent and occupancy charges.* Rents and occupancy charges collected from program participants are program income. In addition, rents and occupancy charges collected from residents of transitional housing may be reserved, in whole or in part, to assist the residents from whom they are collected to move to permanent housing. § 578.99 Applicability of other federal requirements. In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following federal requirements: (a) *Environmental review.* Activities under this part are subject to environmental review by HUD under 24 CFR part 50 as noted in § 578.31. (b) *Section 6002 of the Solid Waste Disposal Act.* State agencies and agencies of a political subdivision of a state that are using assistance under this part for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, these agencies and persons must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

(c) *Transparency Act Reporting.* Section 872 of the Duncan Hunter Defense Appropriations Act of 2009, and additional requirements published by the Office of Management and Budget (OMB), requires recipients to report subawards made either as pass-through awards, subrecipient awards, or vendor awards in the Federal Government Web site www.fsrs.gov or its successor system. The reporting of award and subaward information is in accordance with the requirements of the Federal Financial Assistance Accountability and Transparency Act of 2006, as amended by section 6202 of Public Law 110-252 and in OMB Policy Guidance issued to the federal agencies on September 14, 2010 (75 FR 55669).

(d) *The Coastal Barrier Resources Act of 1982* (16 U.S.C. 3501 *et seq.*) may apply to proposals under this part, depending on the assistance requested.

(e) *Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.* The requirements of 2 CFR part 200 apply to recipients and subrecipients, except where inconsistent with the provisions of the McKinney-Vento Act or this part.

(f) *Lead-based paint.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to activities under this program.

(g) *Audit.* Recipients and subrecipients must comply with the audit requirements of 2 CFR part 200, subpart F.

(h) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act do not apply to this program.

(i) *Section 3 of the Housing and Urban Development Act.* Recipients and subrecipients must, as applicable, comply with Section 3 of the Housing and Urban Development Act of 1968 and its implementing regulations at 24 CFR part 135, as applicable.

(j) *Protections for victims of domestic violence, dating violence, sexual assault, or stalking—(1) General.* The requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), implementing the requirements of VAWA apply to all permanent housing and transitional housing for which Continuum of Care program funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. The requirements also apply where funds are used for homelessness prevention, but only where the funds are used to provide short- and/or medium-term rental assistance. Safe havens are subject only to the requirements in paragraph (j)(9) of this section.

(2) *Definition of covered housing provider.* For the Continuum of Care program, “covered housing provider,” as such term is used in HUD’s regulations in 24 CFR part 5, subpart L refers to:

(i) The owner or landlord, which may be the recipient or subrecipient, for purposes of 24 CFR 5.2005(d)(1) and 5.2009(a);

(ii) The recipient, subrecipient, and owner or landlord for purposes of 24 CFR 5.2005(d)(2) through (d)(4); and

(iii) The recipient, subrecipient, and owner or landlord for purposes of 24 CFR 5.2007. However, the recipient or subrecipient may limit documentation requests under § 5.2007 to only the recipient or subrecipient, provided that:

(A) This limitation is made clear in both the notice described under 24 CFR 5.2005(a)(1) and the rental assistance agreement;

(B) The entity designated to receive documentation requests determines whether the program participant is entitled to protection under VAWA and immediately advise the program participant of the determination; and

(C) If the program participant is entitled to protection, the entity designated to receive documentation requests must notify the owner in writing that the program participant is entitled to protection under VAWA and work with the owner on the program participant's behalf. Any further sharing or disclosure of the program participant's information will be subject to the requirements in 24 CFR 5.2007.

(3) *Effective date.* The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking, applied upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and at 24 CFR part 5, subpart L, is required for grants awarded pursuant to NOFAs published on or after December 16, 2016.

(4) *Notification requirements.* (i) The recipient or subrecipient must provide each individual or family applying for permanent housing and transitional housing and each program participant the notice and the certification form described in 24 CFR 5.2005 at each of the following times:

(A) When an individual or family is denied permanent housing or transitional housing;

(B) When a program participant is admitted to permanent housing or transitional housing;

(C) When a program participant receives notification of eviction; and

(D) When a program participant is notified of termination of assistance.

(ii) When grant funds are used for rental assistance, the recipient or subrecipient must ensure that the owner or manager of the housing provides the notice and certification form described in 24 CFR 5.2005(a) to the program participant with any notification of eviction. This commitment and the confidentiality requirements under 24 CFR 5.2007(c) must be set forth in a contract with the owner or landlord.

(5) *Contract, lease, and occupancy agreement provisions.* (i) Recipients and subrecipients must include in any contracts and leases between the recipient or subrecipient, and an owner or landlord of the housing:

(A) The requirement to comply with 24 CFR part 5, subpart L; and

(B) Where the owner or landlord of the housing will have a lease with a program participant, the requirement to include a lease provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

(ii) The recipient or subrecipient must include in any lease, sublease, and occupancy agreement with the program participant a provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The lease, sublease, and occupancy agreement may specify that the protections under 24 CFR part 5, subpart L, apply only during the period of assistance under the Continuum of Care Program. The period of assistance for housing where grant funds were used for acquisition, construction, or rehabilitation is 15 years from the date of initial occupancy or date of initial service provision.

(iii) Except for tenant-based rental assistance, recipients and subrecipients must require that any lease, sublease, or occupancy agreement with a program participant permits the program participant to terminate the lease, sublease, or occupancy agreement without penalty if the recipient or subrecipient determines that the program participant qualifies for an emergency transfer under the emergency transfer plan established under paragraph (j)(8) of this section.

(iv) For tenant-based rental assistance, the recipient or subrecipient must enter into a contract with the owner or landlord of the housing that:

(A) Requires the owner or landlord of the housing to comply with the provisions of 24 CFR part 5, subpart L; and

(B) Requires the owner or landlord of the housing to include a lease provision that include all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by this part, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.005(b) and (c). The lease may specify that the protections under 24 CFR part 5, subpart L, only apply while the program participant receives tenant-based rental assistance under the Continuum of Care Program.

(6) *Transition.* (i) The recipient or subrecipient must ensure that the requirements set forth in paragraph (j)(5) of this section apply to any contracts, leases, subleases, or occupancy agreements entered into, or renewed, following the expiration of an existing term, on or after the effective date in paragraph (j)(2) of this section. This obligation includes any contracts, leases, subleases, and occupancy agreements that will automatically renew on or after the effective date in paragraph (j)(3) of this section.

(ii) For leases for tenant-based rental assistance existing prior to the effective date in paragraph (j)(2) of this section, recipients and subrecipients must enter into a contract under paragraph (j)(6)(iv) of this section before the next renewal of the lease.

(7) *Bifurcation.* For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

(i) If a family who is receiving tenant-based rental assistance under this part separates under 24 CFR 5.2009(a), the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

(ii) If a family living in permanent supportive housing separates under 24 CFR 5.2009(a), and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(i)(2). Otherwise, if a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

(8) *Emergency transfer plan.* The Continuum of Care must develop an emergency transfer plan for the Continuum of Care, and recipients and subrecipients in the Continuum of Care must follow that plan. The plan must comply with 24 CFR 5.2005(e) and include the following program requirements:

(i) For families receiving tenant-based rental assistance, the plan must specify what will happen with respect to the non-transferring family member(s), if the family separates in order to effect an emergency transfer.

(ii) For families living in units that are otherwise assisted under this part (assisted units), the required policies must provide that for program participants who qualify for an emergency transfer but a safe unit is not immediately available for an internal emergency transfer, the individual or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under this part, provided that: The individual or family meets all eligibility criteria required by Federal law or regulation or HUD NOFA; and the individual or family meets any additional criteria or

preferences established in accordance with § 578.93(b)(1), (4), (6), or (7). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

(9) *Protections with respect to safe havens.* The following requirements apply to safe havens funded under this part:

(i) No individual may be denied admission to or removed from the safe haven on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.

(iii) The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

[77 FR 45442, July 31, 2012, as amended at 80 FR 75940, Dec. 7, 2015; 81 FR 80810, Nov. 16, 2016; 81 FR 87812, Dec. 6, 2016]

Subpart G—Grant Administration

§ 578.101 Technical assistance.

(a) *Purpose.* The purpose of Continuum of Care technical assistance is to increase the effectiveness with which Continuums of Care, eligible applicants, recipients, subrecipients, and UFAs implement and administer their Continuum of Care planning process; improve their capacity to prepare applications; prevent the separation of families in projects funded under the Emergency Solutions Grants, Continuum of Care, and Rural Housing Stability Assistance programs; and adopt and provide best practices in housing and services for persons experiencing homelessness.

(b) *Defined.* Technical assistance means the transfer of skills and knowledge to entities that may need, but do not possess, such skills and knowledge. The assistance may include, but is not limited to, written information such as papers, manuals, guides, and brochures; person-to-person exchanges; web-based curriculums, training and Webinars, and their costs.

(c) *Set-aside.* HUD may set aside funds annually to provide technical assistance, either directly by HUD staff or indirectly through third-party providers.

(d) *Awards.* From time to time, as HUD determines the need, HUD may advertise and competitively select providers to deliver technical assistance. HUD may enter into contracts, grants, or cooperative agreements, when necessary, to implement the technical assistance. HUD may also enter into agreements with other federal agencies for awarding the technical assistance funds.

§ 578.103 Recordkeeping requirements.

(a) *In general.* The recipient and its subrecipients must establish and maintain standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the requirements of this part and must establish and maintain sufficient records to enable HUD to determine whether the recipient and its subrecipients are meeting the requirements of this part, including:

(1) *Continuum of Care records.* Each collaborative applicant must keep the following documentation related to establishing and operating a Continuum of Care:

(i) Evidence that the Board selected by the Continuum of Care meets the requirements of § 578.5(b);

(ii) Evidence that the Continuum has been established and operated as set forth in subpart B of this part, including published agendas and meeting minutes, an approved Governance Charter that is reviewed and updated annually, a written process for selecting a board that is reviewed and updated at least once

every 5 years, evidence required for designating a single HMIS for the Continuum, and monitoring reports of recipients and subrecipients;

(iii) Evidence that the Continuum has prepared the application for funds as set forth in § 578.9, including the designation of the eligible applicant to be the collaborative applicant.

(2) *Unified funding agency records.* UFAs that requested grant amendments from HUD, as set forth in § 578.105, must keep evidence that the grant amendment was approved by the Continuum. This evidence may include minutes of meetings at which the grant amendment was discussed and approved.

(3) *Homeless status.* Acceptable evidence of the homeless as status is set forth in 24 CFR 576.500(b).

(4) *Chronically homeless status.* The recipient must maintain and follow written intake procedures to ensure compliance with the chronically homeless definition in § 578.3. The procedures must require documentation at intake of the evidence relied upon to establish and verify chronically homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in an HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.

(i) For paragraph (1) of the "Chronically homeless" definition in § 578.3, evidence that the individual is a "homeless individual with a disability" as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)) must include:

(A) Evidence of homeless status as set forth in paragraph (a)(3) of this section; and

(B) Evidence of a disability. In addition to the documentation required under paragraph (a)(4)(i)(A) of this section, the procedures must require documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. The recipient must keep these records for 5 years after the end of the grant term. Acceptable evidence of the disability includes:

(1) Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently;

(2) Written verification from the Social Security Administration;

(3) The receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation);

(4) Intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by evidence in paragraph (a)(4)(i)(B)(1), (2), (3), or (5) of this section; or

(5) Other documentation approved by HUD.

(ii) For paragraph (1)(i) of the "Chronically homeless" definition in § 578.3, evidence that the individual lives in a place not meant for human habitation, a safe haven, or an emergency shelter, which includes:

(A) An HMIS record or record from a comparable database;

(B) A written observation by an outreach worker of the conditions where the individual was living;

(C) A written referral by another housing or service provider; or

(D) Where evidence in paragraphs (a)(4)(ii)(A) through (C) of this section cannot be obtained, a certification by the individual seeking assistance, which must be accompanied by the intake worker's documentation of the living situation of the individual or family seeking assistance and the steps taken to obtain evidence in paragraphs (a)(4)(ii)(A) through (C).

(iii) For paragraph (1)(ii) of the "Chronically homeless" definition in § 578.3, evidence must include a combination of the evidence described in paragraphs (a)(4)(ii)(A) through (D) of this section, subject to the following conditions:

(A) Third-party documentation of a single encounter with a homeless service provider on a single day within 1 month is sufficient to consider an individual as homeless and living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter for the entire calendar month (e.g., an encounter on May 5, 2015, counts for May 1—May 31, 2015), unless there is evidence that there have been at least 7 consecutive nights not living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter during that month (e.g., evidence in HMIS of a stay in transitional housing);

(B) Each break in homelessness of at least 7 consecutive nights not living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter between separate occasions must be documented with the evidence described in paragraphs (a)(4)(ii)(A) through (D) of this section;

(C) Evidence of stays in institutional care facilities fewer than 90 days included in the total of at least 12 months of living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter must include the evidence in paragraphs (a)(4)(iv)(A) through (B) of this section and evidence described in paragraphs (a)(4)(ii)(A) through (D) of this section that the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately prior to entering the institutional care facility; and

(D) For at least 75 percent of the chronically homeless individuals and families assisted by a recipient in a project during an operating year, no more than 3 months of living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter may be documented using the evidence in paragraph (a)(4)(ii)(D) of this section for each assisted chronically homeless individual or family. This limitation does not apply to documentation of breaks in homelessness between separate occasions, which may be documented entirely based on a self-report by the individual seeking assistance.

(iv) If an individual qualifies as chronically homeless under paragraph (2) of the "Chronically homeless" definition in § 578.3 because he or she has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of the definition, before entering that facility, evidence must include the following:

(A) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institutional care facility stating the beginning and end dates of the time residing in the institutional care facility. All oral statements must be recorded by the intake worker; or

B) Where the evidence in paragraph (a)(4)(iv)(A) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (a)(4)(iv)(A) and a certification by the individual seeking assistance that states that he or she is exiting or has just exited an institutional care facility where he or she resided for fewer than 90 days; and

(C) Evidence as set forth in paragraphs (a)(4)(i) through (iii) of this section that the individual met the criteria in paragraph (1) of the definition for "Chronically homeless" in § 578.3, immediately prior to entry into the institutional care facility.

(v) If a family qualifies as chronically homeless under paragraph (3) of the "Chronically homeless" definition in § 578.3, evidence must include the evidence as set forth in paragraphs (a)(4)(i) through (iv) of this section that the adult head of household (or if there is no adult in the family, a minor head of household) met all of the criteria in paragraph (1) or (2) of the definition.

(5) *At risk of homelessness status.* For those recipients and subrecipients that serve persons at risk of homelessness, the recipient or subrecipient must keep records that establish "at risk of homelessness" status of each individual or family who receives Continuum of Care homelessness prevention assistance. Acceptable evidence is found in 24 CFR 576.500(c).

(6) *Moves for victims of domestic violence, dating violence, sexual assault, and stalking.*

(i) For each program participant who moved to a different Continuum of Care due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking under § 578.51(c)(3), each recipient or subrecipient of assistance under this part must retain:

(A) Documentation of the original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

(B) Documentation of the reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

(ii) Data on emergency transfers requested under 24 CFR 5.2005(e) and § 578.99, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

(7) *Annual income.* For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the recipient or subrecipient must keep the following documentation of annual income:

(i) Income evaluation form specified by HUD and completed by the recipient or subrecipient; and

(ii) Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;

(iii) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

(iv) To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

(8) *Program participant records.* In addition to evidence of "homeless" status or "at-risk-of-homelessness" status, as applicable, the recipient or subrecipient must keep records for each program participant that document:

(i) The services and assistance provided to that program participant, including evidence that the recipient or subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in § 578.37(a)(1)(ii)(F); and

(ii) Where applicable, compliance with the termination of assistance requirement in § 578.91.

(9) *Housing standards.* The recipient or subrecipient must retain documentation of compliance with the housing standards in § 578.75(b), including inspection reports.

(10) *Services provided.* The recipient or subrecipient must document the types of supportive services provided under the recipient's program and the amounts spent on those services. The recipient or subrecipient must keep record that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

(11) *Match.* The recipient must keep records of the source and use of contributions made to satisfy the match requirement in § 578.73. The records must indicate the grant and fiscal year for which each matching contribution is counted. The records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

(12) *Conflicts of interest.* The recipient and its subrecipients must keep records to show compliance with the organizational conflict-of-interest requirements in § 578.95(c), the Continuum of Care board conflict-of-interest requirements in § 578.95(b), the other conflict requirements in § 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in § 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.

(13) *Homeless participation.* The recipient or subrecipient must document its compliance with the homeless participation requirements under § 578.75(g).

(14) *Faith-based activities.* The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 578.87(b).

(15) *Affirmatively Furthering Fair Housing.* Recipients and subrecipients must maintain copies of their marketing, outreach, and other materials used to inform eligible persons of the program to document compliance with the requirements in § 578.93(c).

(16) *Other federal requirements.* The recipient and its subrecipients must document their compliance with the federal requirements in § 578.99, as applicable.

(17) *Subrecipients and contractors.* (i) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable.

(ii) The recipient must retain documentation of monitoring subrecipients, including any monitoring findings and corrective actions required.

(iii) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 2 CFR part 200, subpart D.

(18) *Other records specified by HUD.* The recipient and subrecipients must keep other records specified by HUD.

(b) *Confidentiality.* In addition to meeting the specific confidentiality and security requirements for HMIS data, the recipient and its subrecipients must develop and implement written procedures to ensure:

(1) All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;

(2) The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and

(3) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;

(c) *Period of record retention.* All records pertaining to Continuum of Care funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served; and

(2) Where Continuum of Care funds are used for the acquisition, new construction, or rehabilitation of a project site, records must be retained until 15 years after the date that the project site is first occupied, or used, by program participants.

(d) *Access to records.* (1) *Federal Government rights.* Notwithstanding the confidentiality procedures established under paragraph (b) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the Continuum of Care grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

(2) *Public rights.* The recipient must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of Continuum of Care funds the recipient received during the preceding 5 years, consistent with State and local laws regarding privacy and obligations of confidentiality and confidentiality requirements in this part.

(e) *Reports.* In addition to the reporting requirements in 2 CFR part 200, subpart D, the recipient must collect and report data on its use of Continuum of Care funds in an Annual Performance Report (APR), as well as in any additional reports as and when required by HUD. Projects receiving grant funds only for acquisition, rehabilitation, or new construction must submit APRs for 15 years from the date of initial occupancy or the date of initial service provision, unless HUD provides an exception under § 578.81(e).

[77 FR 45442, July 31, 2012, as amended at 80 FR 75804, Dec. 4, 2015; 80 FR 75940, Dec. 7, 2015; 80 FR 80258, Dec. 24, 2015; 81 FR 80811, Nov. 16, 2016]

§ 578.105 Grant and project changes.

(a) *For Unified Funding Agencies and Continuums having only one recipient.* (1) The recipient may not make any significant changes without prior HUD approval, evidenced by a grant amendment signed by HUD and the recipient. Significant grant changes include a change of recipient, a shift in a single year of more than 10 percent of the total amount awarded under the grant for one approved eligible activity category to another activity and a permanent change in the subpopulation served by any one project funded under the grant, as well as a permanent proposed reduction in the total number of units funded under the grant.

(2) Approval of substitution of the recipient is contingent on the new recipient meeting the capacity criteria in the NOFA under which the grant was awarded, or the most recent NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible persons within the geographic area and ensuring that the priorities established under the NOFA in which the grant was originally awarded, or the most recent NOFA, are met.

(b) *For Continuums having more than one recipient.* (1) The recipients or subrecipients may not make any significant changes to a project without prior HUD approval, evidenced by a grant amendment signed by HUD and the recipient. Significant changes include a change of recipient, a change of project site, additions or deletions in the types of eligible activities approved for a project, a shift of more than 10 percent from one approved eligible activity to another, a reduction in the number of units, and a change in the subpopulation served.

2) Approval of substitution of the recipient is contingent on the new recipient meeting the capacity criteria in the NOFA under which the grant was awarded, or the most recent NOFA. Approval of shifting funds between activities and changing subpopulations is contingent on the change being necessary to better serve eligible persons within the geographic area and ensuring that the priorities established under the NOFA in which the grant was originally awarded, or the most recent NOFA, are met.

(c) *Documentation of changes not requiring a grant amendment.* Any other changes to an approved grant or project must be fully documented in the recipient's or subrecipient's records.

§ 578.107 Sanctions.

(a) *Performance reviews.* (1) HUD will review the performance of each recipient in carrying out its responsibilities under this part, with or without prior notice to the recipient. In conducting performance reviews, HUD will rely primarily on information obtained from the records and reports from the recipient and subrecipients, as well as information from on-site monitoring, audit reports, and information generated from HUD's financial and reporting systems (e.g., LOCCS and e-snaps) and HMIS. Where applicable, HUD may also consider relevant information pertaining to the recipient's performance gained from other sources, including citizen comments, complaint determinations, and litigation.

(2) If HUD determines preliminarily that the recipient or one of its subrecipients has not complied with a program requirement, HUD will give the recipient notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD and on the basis of substantial facts and data that the recipient has complied with the requirements. HUD may change the method of payment to require the recipient to submit documentation before payment and obtain HUD's prior approval each time the recipient draws down funds. To obtain prior approval, the recipient may be required to manually submit its payment requests and supporting documentation to HUD in order to show that the funds to be drawn down will be expended on eligible activities in accordance with all program requirements.

(3) If the recipient fails to demonstrate to HUD's satisfaction that the activities were carried out in compliance with program requirements, HUD may take one or more of the remedial actions or sanctions specified in paragraph (b) of this section.

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

(1) HUD may instruct the recipient to submit and comply with proposals for action to correct, mitigate, and prevent noncompliance with program requirements, including:

(i) Preparing and following a schedule of actions for carrying out activities and projects affected by the noncompliance, including schedules, timetables, and milestones necessary to implement the affected activities and projects;

(ii) Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;

(iii) Canceling or revising activities or projects likely to be affected by the noncompliance, before expending grant funds for them;

(iv) Reprogramming grant funds that have not yet been expended from affected activities or projects to other eligible activities or projects;

(v) Suspending disbursement of grant funds for some or all activities or projects;

(vi) Reducing or terminating the remaining grant of a subrecipient and either reallocating those funds to other subrecipients or returning funds to HUD; and

(vii) Making matching contributions before or as draws are made from the recipient's grant.

(2) HUD may change the method of payment to a reimbursement basis.

(3) HUD may suspend payments to the extent HUD determines necessary to preclude the further expenditure of funds for affected activities or projects.

(4) HUD may continue the grant with a substitute recipient of HUD's choosing.

(5) HUD may deny matching credit for all or part of the cost of the affected activities and require the recipient to make further matching contributions to make up for the contribution determined to be ineligible.

(6) HUD may require the recipient to reimburse the recipient's line of credit in an amount equal to the funds used for the affected activities.

(7) HUD may reduce or terminate the remaining grant of a recipient.

(8) HUD may condition a future grant.

(9) HUD may take other remedies that are legally available.

(c) *Recipient sanctions.* If the recipient determines that a subrecipient is not complying with a program requirement or its subrecipient agreement, the recipient must take one of the actions listed in paragraphs (a) and (b) of this section.

(d) *Deobligation.* HUD may deobligate funds for the following reasons:

(1) If the timeliness standards in § 578.85 are not met;

(2) If HUD determines that delays completing construction activities for a project will mean that the funds for other funded activities cannot reasonably be expected to be expended for eligible costs during the remaining term of the grant;

(3) If the actual total cost of acquisition, rehabilitation, or new construction for a project is less than the total cost agreed to in the grant agreement;

(4) If the actual annual leasing costs, operating costs, supportive services costs, rental assistance costs, or HMIS costs are less than the total cost agreed to in the grant agreement for a one-year period;

(5) Program participants have not moved into units within 3 months of the time that the units are available for occupancy; and

(6) The grant agreement may set forth in detail other circumstances under which funds may be deobligated and other sanctions may be imposed.

§ 578.109 Closeout.

(a) *In general.* Grants will be closed out in accordance with the requirements of 2 CFR part 200, subpart D, and closeout procedures established by HUD.

(b) *Reports.* Applicants must submit all reports required by HUD no later than 90 days from the date of the end of the project's grant term.

(c) *Closeout agreement.* Any obligations remaining as of the date of the closeout must be covered by the terms of a closeout agreement. The agreement will be prepared by HUD in consultation with the recipient. The agreement must identify the grant being closed out, and include provisions with respect to the following:

(1) Identification of any closeout costs or contingent liabilities subject to payment with Continuum of Care program funds after the closeout agreement is signed;

(2) Identification of any unused grant funds to be deobligated by HUD;

(3) Identification of any program income on deposit in financial institutions at the time the closeout agreement is signed;

(4) Description of the recipient's responsibility after closeout for:

(i) Compliance with all program requirements in using program income on deposit at the time the closeout agreement is signed and in using any other remaining Continuum of Care program funds available for closeout costs and contingent liabilities;

(ii) Use of real property assisted with Continuum of Care program funds in accordance with the terms of commitment and principles;

(iii) Use of personal property purchased with Continuum of Care program funds; and (iv) Compliance with requirements governing program income received subsequent to grant closeout.

(5) Other provisions appropriate to any special circumstances of the grant closeout, in modification of or in addition to the obligations in paragraphs (c)(1) through (4) of this section.