

# Homelessness Prevention Written Standards



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# Introduction

In accordance with Title 24 of the Code of Federal Regulations (24 CFR) Part 576, the Lowcountry Continuum of Care (CoC) has developed the following written standards for Homelessness Prevention (HP) Programs. These standards will apply to all projects that receive Emergency Solutions Grants (ESG) funding for Homelessness Prevention. In addition, HP projects that do not receive ESG funding that are located in the Lowcountry are encouraged to apply these standards to their projects. The goal of these standards is to synthesize key elements of the HUD regulations with the processes and priorities of the Lowcountry CoC to ensure that HP projects are administered fairly and methodically. The Lowcountry CoC will continue to build upon and refine this document.

*These written standards will govern the implementation, governance, and evaluation of the Lowcountry ESG Homeless Prevention Programs. This is a living document and will be reviewed annually in accordance with Lowcountry Continuum of Care Governance Charter. Changes can be made based on the information gathered through the evaluation process.*

# Program Overview

Homelessness Prevention (HP) assistance includes housing relocation and stabilization services and/or short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph one (1) of the homeless definition in 24 CFR 576. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing.

## Eligible Participants

Individuals or families who meet the HUD criteria for the following definitions, are eligible for Homelessness Prevention assistance:

1. Have an annual income below 30% of median family income for the area per the HUD area median limits; AND
2. Do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; AND
3. Meet one of the following conditions:
  - a. Have moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR
  - b. Are living in the home of another because of economic hardship; OR
  - c. Have been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR
  - d. Live in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR
  - e. Live in an SRO or efficiency apartment unit in which there reside more than 2 persons or live in a larger housing unit in which there reside more than one and a half persons per room; OR
  - f. Are exiting a publicly funded institution or system of care; OR
  - g. Otherwise live in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Provider's approved Action Plan

## Continued Eligibility

At a minimum, Providers should re-evaluate program participant's eligibility and the types and amounts of assistance the program participant needs not less than every three months. To continue to receive assistance, a program participant's re-evaluation must demonstrate eligibility based on:

1. **Lack of Resources and Support Networks.** The program participant's household must continue to lack sufficient resources and support networks to retain housing without HP assistance.
2. **Income.** In addition, re-evaluation must demonstrate that the program participant household's annual income is less than or equal to 30 percent of the Area Median Income (AMI). Providers may also require program participants to notify them regarding changes in their income or other circumstances that affect their need for assistance (e.g. changes in household composition, stability, or support). When notified of any change, Providers must re-evaluate eligibility and the amounts and types of assistance the participant needs.

## Prioritization

Homeless Prevention programs should target households at greatest risk of homelessness and assist participants to increase household income during enrollment. Prevention Access Points will complete a standardized assessment with each household to help determine prioritization of services.

## Short-Term Rental Assistance

Short-term rental assistance (up to 3 months) programs target families with low to moderate barriers to securing and retaining permanent housing. These families require minimal service intervention and limited financial assistance to secure and stabilize in permanent housing.

## Medium-Term Rental Assistance

Medium-term rental assistance (4-24 months) is targeted towards families who experience moderate to high barriers to securing and retaining housing. These families have multiple barriers to housing that require longer periods of time to resolve and may require more intensive service interventions.

## Case Management

Homelessness Prevention program participants must meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability. Additional case management will be provided on a case-by-case basis based on demonstrated need. Case managers should help to develop a plan to assist the program participant in retaining permanent housing after the assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses, other public or private assistance for which the program participant will be eligible and likely to receive, and the relative affordability of available housing in the Lowcountry. Case management assistance may not exceed 30 days during the period in which the program participant is seeking permanent housing and may not exceed 24 months during the period in which the program participant is living in permanent housing.

## Rental Assistance

Providers may assist program participants with up to 24 months of rental assistance during any 3-year period. Assistance may include any combination of short-term rental assistance (up to 3 months) and medium-term rental assistance (more than 3 months but less than 24 months). Applicants can return for rental assistance if they have received less than 24 months of rent during any 3-year period on a case-by-case basis as a result of extenuating circumstances (e.g. illness, death, divorce). In addition, program participants may receive funds for security deposits in an amount not to exceed two (2) months of rent. Program participants receiving rental assistance may move to another unit or building and continue to receive rental assistance, as long as (s)he continues to meet the program requirements. Rental assistance cannot be provided to a program participant who is already receiving rental assistance or living in a housing unit receiving rental assistance or operating assistance through other Federal, State, or local sources.

## Amount of Rental Assistance

It is expected that the level of assistance will be based on the goal of providing only what is necessary for each household to achieve housing stability in the long-term.

## Gradual Declining Subsidy

Providers will institute tapering or “stepped-down” rental assistance structure so households will be confident that they can assume full responsibility of the monthly contracted rent, monthly utility costs, and other essential household costs at the end of the rental assistance period. The maximum subsidy for this graduated rate will be as follows:

<b>MONTHS 1-3</b> <b>100%</b> of the contracted rent	<b>MONTHS 4-9</b> <b>75%</b> of the contracted rent	<b>MONTHS 10-24</b> <b>50%</b> of the contracted rent
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Participants can receive a maximum of 24 months rental assistance in a three-year period.

## Maximum Participant Portion of Rent

The key to rental assistance is ensuring long-term housing stability for the client, both for the duration of the program and upon exit. Thus, the purpose is to place participants into housing that will be sustainable in the long-term. As such, Lowcountry ESG Homelessness Prevention program participants may pay no more than 60% of their income towards rent. In addition, case managers are expected to work with clients to review household budgets and ensure households can maintain their housing upon completion of the program.

## Fair Market Rent

Household rent for participants receiving ESG-funded rental assistance must not exceed the Fair Market Rent established by HUD. FMR requirements do not apply when a program participant receives only financial assistance or services under HUD's Housing Stabilization and Relocation Services. This includes rental application fees, security deposits, an initial payment of "last month's rent," utility payments/deposits, and/or moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, legal services, and credit repair.

## Rent Reasonableness

For participants receiving rental assistance, household rent must comply with HUD's standard of rent reasonableness meaning that the rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units. These rent restrictions are intended to help ensure that program participants can remain in their housing after their assistance ends. As with FMR, rent reasonableness requirements do not apply when a program participant receives only financial assistance or services under HUD's ESG Housing Stabilization and Relocation Services.

## Habitability Standards

Housing for all ESG program participants receiving rental assistance must meet HUD minimum habitability standards for permanent housing. Providers must document compliance with this standard by signing and completing a Habitability Standards Checklist before the participant signs the lease and before the Provider provides any ESG rental assistance or services specific to the unit. In addition, Providers must inspect all units at least annually to ensure that the units continue to meet habitability standards.

## Lead-Based Paint Requirements

All HUD-funded programs with housing programs occupied by program participants are required to incorporate lead-based paint remediation and disclosure requirements. Generally, these provisions require the Provider to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978. ESG-funded programs are required to incorporate 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. 4851-4846), and 24 CFR part 35, subparts A, B, H, J, K, M, and R in the unit.

## Lease Agreement

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit. The program participant must be the tenant on a lease for a term of at least one year that is renewable and terminable only for cause. The lease must be renewable for terms that are a minimum of one month long.



## Rental Assistance Agreement

In addition to a lease between the program participant and the owner, the ESG interim rule also requires a rental assistance agreement between the Provider and the housing owner. The Provider may make rental assistance payments only to an owner with whom the Provider has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements of ESG assistance. In addition, the rental assistance agreement must provide that, during the term of the agreement, the owner gives the provider a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction against the program participant. Finally, the rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

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

## Rent Payments

Program participants receiving rental assistance funds pay their portion of rent directly to the landlord. The difference between the total rent and the amount paid by the program participant is then paid by the Provider. Providers must make timely payments to each owner in accordance with the rental assistance agreement. All rent payments must go directly to a third-party (directly to landlord). Providers are solely responsible for paying late payment penalties that are incurred with non-ESG funds.

## Housing Relocation and Stabilization Services

Case managers will assist each program participant, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, medical and mental health treatment, counseling, and other services essential for achieving independent living.

## Service Type, Amount and Duration

Grant funds may be used to pay for eligible supportive services that address the specific needs of program participants. Program participants may not receive supportive services for more than 24 months within any 3-year period.

## Use with Other Subsidies

Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the Uniform Relocation Act (URA), during the period of time covered by the URA payments.

## Recordkeeping Requirements

Providers must establish and follow written intake procedures to ensure compliance with HUD's definition of homelessness and recordkeeping requirements.

## Evidence of At-Risk of Homelessness Status

The HP Provider must ensure each of the conditions for at-risk of homelessness status have been met and verified through the HUD recordkeeping requirements. Staff must document and certify at-risk homeless status and must be completed prior to program entry.

## Annual Income

Annual income must be documented and ESG Providers must demonstrate that the program participant household's annual income is less than or equal to 30 percent of the Area Median Income (AMI) at program entry. The following can be used for providing documentation of income: Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g. wage statement, unemployment compensation statement, public benefits statement, bank statement).

# ESG Eligible Activities

Homelessness Prevention (HP) assistance includes housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless definition in 24 CFR 576. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Eligible Housing Relocation and Stabilization Services under the ESG program include rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing search and placement services, housing stability case management, mediation, legal services, and credit repair (24 CFR 576.105). Eligible rental assistance includes short- and/or medium-term rental assistance as well as rental arrears (24 CFR 576.106).

## Housing Relocation & Stabilization Services – Financial Assistance Costs

Subject to the general conditions under the Homelessness Prevention Component (24 CFR 576.103) ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

### Rental Application Fees

ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.

## Security Deposits

ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.

## Last Month's Rent

If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

## Utility Deposits

ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed below (under utility payments)

## Utility Payments

ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.

## Moving Costs

ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving housing stabilization services and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

## Housing Relocation & Stabilization Services – Stabilization Services

Assist participants in locating, obtaining, and retaining suitable permanent housing, including:

- Housing search
- Tenant counseling
- Understanding leases
- Arranging for utilities
- Making moving arrangements
- Assessment of housing barriers, needs and preferences
- Development of an action plan for locating housing
- Outreach to and negotiation with owners
- Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and

- rent reasonableness
- Assistance with submitting rental applications

## Housing Stability Case Management

Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing by, for example:

- Conducting the initial VI-SPDAT or F-VI-SPDAT assessment, including verifying and documenting eligibility
- Using the Coordinated Entry System (CES)
- Housing Counseling
- Developing, securing, and coordinating services
- Obtaining Federal, State, and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Developing an individualized housing and service plan, including planning a path to permanent housing stability
- Conducting re-evaluations

## Mediation

Mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

## Credit Repair

Credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems.

## Short-Term and Medium-Term Rental Assistance

Subject to the general conditions under 24 CFR 576.103 and 24 CFR 576.104, the Provider or sub-provider may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. Rental assistance may be tenant-based or project-based.

### Short-Term Rental Assistance

Short-term rental assistance is assistance for up to 3 months of rent.

### Medium-Term Rental Assistance

Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.

## Rental Arrears

Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.

## Evaluation

Homelessness Prevention programs will be evaluated based on HUD's Systems Performance Measures (as applicable) and reported on quarterly to ensure they are operating efficiently. Evaluation efforts will be led by the Lowcountry CoC, with guidance from the CoC Evaluation Committee. Specific systems performance measures reported on will include:

To learn more about HUD's system performance measures, please visit:

<https://www.hudexchange.info/programs/coc/system-performance-measures/>

## ESG Requirements

The following standards are intended as basic, minimum standards that apply to all ESG Provider programs.

### Coordination of Services

To help ensure homeless households receive immediate housing and minimize barriers to housing access, all Providers will be required to enter and/or receive referrals through the Lowcountry CoC Coordinated Entry System (CES). CES is a CoC-wide process for facilitating access for all resources designated for homeless individuals and families. This system ensures that every homeless individual or family is known by name, provides assistance based on the individual or family's unique needs, and matches them to the most appropriate service strategy or housing intervention. In doing so, CES ensures system coordination among emergency shelters, essential service providers, homelessness prevention providers, rapid re-housing providers, other homeless assistance providers, and mainstream service and housing providers.

Homelessness Prevention Access Points may be developed. All Access Points must follow the CES written standards of prioritization; this included completion of a standardized assessment tool.

### Homeless Management Information System (HMIS)

All ESG-funded programs are required to enter clients in the Homeless Management Information System (HMIS) at first contact. Only programs that are specifically forbidden

by other statutes or regulations (e.g., domestic violence victim service providers) may not participate. All HMIS-participating agencies must collect and maintain common data fields as determined by the HMIS Administrator and HMIS Committee, considering all relevant regulations. This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and client data, and provides an opportunity to document homelessness.

## Confidentiality of Records

All ESG-funded programs must uphold all privacy protection standards established by the Lowcountry HMIS Policies and Procedure and relevant federal and State of California (“State”) confidentiality laws and regulations that protect client records. Confidential client records may only be released with the client’s or the client’s guardian’s consent, unless otherwise provided for in the pertinent laws and regulations.

## Written Consent

Each client who agrees to have his or her personal protected information (PPI) entered into HMIS must sign the HMIS Client Consent to Release Information form. Exception: verbal consent to enter PPI into HMIS may be obtained during a phone screening, outreach, or diversion, provided that this Organization obtains the client’s written consent at the next available opportunity.

## Prohibition Against Involuntary Family Separation

Any group of people that present together for assistance and identify themselves as a family, regardless of age or relationship or other factors, are considered to be a family and must be served together as such. Further, any Provider receiving funds under the ESG or CoC Programs, including faith based organizations, cannot discriminate against a group of people presenting as a family based on the composition of the family (e.g. adults and children or just adults), the age of any member’s family, the disability status of any members of the family, marital status, actual or perceived sexual orientation, or gender identity. Further, the age and gender of a child under age 18 must not be used as a basis for denying any family’s admission to any housing or shelter receiving Emergency Solutions Grant (ESG) funding.

## Nondiscrimination / Equal Opportunity / Affirmative Outreach

Minimum standards shall comply with the requirements for nondiscrimination, equal opportunity and affirmative outreach identified in §576.407 and 578.93(a-b).

## Termination Policies

If a program participant violates program requirements or no longer meets minimum eligibility requirements for program assistance (i.e. income change), the Provider may terminate assistance. To terminate assistance, the minimum required formal process must consist of:

- 1 A written notice to the program participant containing a clear statement of the reasons for termination; and
- 2 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
- 3 Prompt written notice of the final decision to the program participant.  
Termination does not bar the Provider from providing further assistance at a later date to the same family or individual.

### Grievance Policy

Each ESG funded organization shall have a grievance procedure and shall implement the procedure when applicable. It is the policy of the Lowcountry CoC to provide all ESG-funded programs with a fair and efficient process to present and resolve complaints and grievances.