

# HOME-American Rescue Plan (HOME-ARP)

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2025

## Supportive Services Policies & Supportive Services Procedures Manual



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## INTRODUCTION

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### BACKGROUND

On March 11, 2021, President Biden signed the American Rescue Plan (“ARP”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Of the \$1.9 trillion allotted by the ARP plan, Congress appropriated \$5 billion in funds to be administered through the HOME Program to perform activities that **must** primarily benefit qualifying individuals and families (“QPs” or “Participants”) who are homeless, at risk of homelessness, or in other vulnerable populations in order to address the need for homelessness assistance and supportive services. This program is known as HOME-ARP (“Program”).<sup>1</sup>

The Tri-Cities HOME Consortium received \$2,394,949 through the HOME-ARP Program to be used within the Cities of Kennewick, Richland, and Pasco. The City of Richland (“Lead Entity”) receives and administers HOME-ARP funds on behalf of the three cities. The Consortium will distribute funds each year to eligible applicants until all funds have been expended. All HOME-ARP funds must be spent by September 30, 2030.

### INTENT

The Tri-Cities Consortium has allocated \$265,000 for 2025 Supportive Services. This document is the Policies and Procedures for Supportive Services.

## SUPPORTIVE SERVICES

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The HOME-ARP Supportive Services Program is designed to assist qualifying individuals and families by providing the services necessary to help those persons regain stability quickly in temporary or permanent housing after experiencing a housing crisis and/or homelessness. Eligible activities are outlined later in this document (*see Eligible Services*).

The objectives of the HOME-ARP Supportive Services Program are:

1. Assist qualifying, vulnerable individuals by providing them with the services necessary to regain stability quickly.
2. Reduce the length of time Participants experience homelessness.
3. Help Participants obtain and maintain permanent housing.
4. Limit returns to homelessness after Participants exit the HOME-ARP Supportive Services Program.

## QUALIFYING POPULATIONS

All HOME-ARP funds used for Supportive Services must benefit individuals and families in qualifying populations (“QPs”). ARP defines qualifying individuals and families as those that are:

1. Experiencing homelessness<sup>II</sup>.
2. At-risk of homelessness<sup>III</sup>.
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD<sup>IV</sup>.
4. Part of other populations where providing supportive services or assistance would prevent homelessness or would serve those with the greatest risk of housing instability.

***To qualify for funds from the HOME-ARP Program, ALL qualifying populations must have access to apply for placement on the waiting list for an activity or project.***

## DISCLAIMER

The information in this document is current based on guidance issued by HUD as of September 13, 2021<sup>V</sup>. This document will be updated when additional information and guidance are released.

## SUBRECIPIENTS / NON-PROFIT ORGANIZATIONS

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### APPLICATION & SELECTION

Interested organizations (“Subrecipient” if selected) are required to complete an Application on an annual basis through a competitive Request for Application (“Application”) process. The dates for the Request for Applications will be advertised.

1. Applications are completed electronically; all responses are considered to the maximum extent practical.
2. HOME-ARP applications are reviewed and Subrecipients are chosen by all three Consortium Member Cities.
3. Selections will be made, and funds distributed based on our Risk Assessment, the number of qualified applicants, the amount requested, and the amount of funds available.
4. Prospective projects may also be identified by the Consortium.
5. Funds are awarded to the organization(s) whose application(s) is/are most advantageous to the program, with price and other factors considered.

***The potential Subrecipient must make services available to all four of the HOME-ARP targeted populations.***

A preference for serving one specific HOME-ARP targeted population may be requested in the application. The potential Subrecipient must be able to serve clients located in Richland, Kennewick, and Pasco.

### RISK ASSESSMENT

Risk assessment will be based on a standardized Risk Assessment form. This form will be used to determine if the Subrecipient Applicant is low, medium, or high risk. This is calculated by the following questions:

1. Is the activity new for the Subrecipient?
2. Has this activity been completed successfully in prior years?
3. Does the Subrecipient have unresolved audit findings?
4. Are the Subrecipient staff responsible for the HOME-ARP Program new or inexperienced?
5. Have all prior monitoring issues or findings been corrected (if previously funded by HOME-ARP)?
6. Have performance goals been met in prior years?
7. What is the type of Activity?

Being high risk does not necessarily disqualify applicants from being awarded HOME-ARP funds; however, priority is given to applicants that are low risk.

## WRITTEN AGREEMENTS WITH SUBRECIPIENTS

The Consortium must approve a project before HOME-ARP funds can be committed and before an Agreement may be executed with the Subrecipient. The written Subrecipient Agreement (“Agreement”) forms the basis for the contractual obligation between the parties to fund and implement the activity or program. The Agreement will denote responsibilities attributable to each party and shall outline in exact measure the scope of services to be provided, the methods of accountability, and a schedule for payment. The written agreement must specify type of supportive services offered (McKinney Vento, homelessness prevention, housing counseling, etc.).

Execution of the Agreement binds the Subrecipient for a specified period of time and may be revised only upon written authorization from the Consortium. Compliance with the stipulations within these Policies & Procedures is a requirement of the Agreement. The Agreement remains in effect during any period that the Subrecipient is operating or implementing a program in which HOME-ARP funds are being invested.

*An environmental review **must** be completed, and a written Agreement **must** be executed with the Subrecipient prior to the release of HOME-ARP funds by the Consortium.*

## INSURANCE REQUIREMENTS

The Subrecipient and its employees, volunteers, contractors, and consultant shall provide to the Consortium, and carry throughout the life of the Agreement: Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and other coverage as may be appropriate or required by State or Federal law.

Insurance is to be placed with insurers with a current rating by the Housing Agencies, of at least Class VI for financial status and at least B+ for performance from the A.M. Best Company, or a rating of at least A from Demotech, Inc.<sup>VI</sup> This insurance shall include the following<sup>VII</sup>:

- **Commercial General Liability:** Commercial General Liability Insurance shall be written on Insurance Services Office (“ISO”) occurrence form CG 00 01<sup>VIII</sup> and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. The insurance shall include the Consortium, its members, officers, officials, employees, and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded as an additional insured. If the liability coverage is written as a claim made policy, then evidence of an extended reporting period or “tail” coverage for a three-year period after project completion must be purchased, or otherwise maintained for the three-year period.
  - **Employers Liability Coverage:** If this agreement is over \$50,000 then Employers Liability Coverage shall also be maintained. Coverage shall include limits of not less than \$1 million per occurrence, and \$2 million aggregate.
- **Comprehensive Automobile Liability Insurance:** Business Automobile Liability Insurance with a minimum combined limit no less than \$1 million per accident for bodily injury and property damage shall be maintained. Coverage shall include owned, hired, leased, and non-owned

automobiles. Coverage shall be written on ISO form CA 00 01<sup>ix</sup> or a substitute form providing equivalent liability coverage. If deemed necessary, the policy shall be endorsed to provide contractual liability coverage.

- Professional Legal Liability: Subrecipient shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Subrecipient's profession and shall be written subject to limits of not less than \$1 million per claim and \$1 million policy aggregate limit. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the work for this agreement. Coverage shall not exclude bodily injury, hazards, or property damage related to the work in this agreement, including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the agreement.
- Worker's Compensation (Industrial Insurance): Workers' Compensation Insurance as required by Title 51 RCW<sup>x</sup> shall be maintained and Subrecipient shall provide evidence of coverage if required.

Subrecipient shall furnish the Consortium with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements prior to the commencement of the work. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance, Comprehensive Automobile Liability Insurance (if transportation is occurring), and Professional Legal Liability:

- The insurance coverage shall be primary as respect to any insurance or self-insurance covering the Consortium, its members, elected and appointed officers, officials, employees, and agents.
- Any insurance, self-insurance, or insurance pool coverage maintained by the Consortium and its members shall be excess of the Subrecipient's insurance and shall not contribute with it.
- The insurance shall not be cancelled by either party, unless 30 days prior written notice has been given by certified mail, return receipt requested, to the Consortium.

#### AFFIRMATIVE MARKETING

ALL HOME-ARP funded programs and projects must be affirmatively marketed to attract eligible persons without regard to race, color, national origin, sex, religion, familial status, or disability. Affirmative marketing procedures must include requirements detailed in 24 CFR Part 92, §92.351<sup>xi</sup>.

The Consortium is committed to providing equal access and opportunity to all persons. The three cities will not discriminate and will require that all contractors, subcontractors, recipients, Subrecipients, owners, landlords, and vendors not discriminate against any person on the basis of race, color, national origin, gender, sex, religion, disability, or familial status. For more information on the Consortium's Affirmative Marketing Plan, see *Attachment A*.

Actions to provide information and attract eligible persons in the community that otherwise would not be aware of these projects or funding opportunities may include displaying advertisements in Spanish and English in local newspapers; hosting neighborhood meetings; direct mailing to social service agencies or businesses that employ or are frequented by lower income persons; providing information to housing authorities, advertising in periodical newsletters or utility bill inserts; distributing flyers or brochures at community events to businesses that have ties to the agricultural community; providing



community service announcements on television, radio networks, and City reader-boards for special events / activities; and maintaining contacts with community agencies and people who have agreed to act as interpreters and mentors for non-English speaking residents.

#### AGREEMENT TERMINATION

The Lead Entity or the Subrecipient may terminate an Agreement for default for any of the following reasons:

- Failure to deliver the supplies and/or services.
- Failure to perform work in a timely manner.
- Violation of an Agreement clause, such as the prohibition against gratuities.
- Repeated violations of labor standards or other violations.

A default clause must be included in the agreement that provides for termination without negotiation when the Subrecipient fails to perform as specified in the agreement. Agreements terminated for the convenience of the HOME-ARP Subrecipient likewise require immediate work stoppage; however, termination costs are negotiated until a satisfactory settlement is reached.

The HOME-ARP Subrecipient shall terminate an Agreement for convenience or default only by a 30-day written notice to the Lead Entity. The notice shall state the following:

- That the Agreement is being terminated for the convenience of the HOME-ARP Subrecipient or that it is being terminated for default, under the Agreement clause authorizing the termination.
- If terminated for default, the acts or omissions constituting the default, the Consortium's determination that failure to perform is not excusable, the HOME-ARP Subrecipient's right to charge excess costs of re-procurement to the contractor, and the contractor's appeal rights shall be listed.
- Whether the Agreement is terminated in whole or in part.
  - For partial termination, identify the specific items being terminated.
- The effective date of termination.
- Any special instructions.

#### DISBURSEMENT OF FUNDS

The Subrecipient may request HOME-ARP funds only when a written agreement has been fully executed, when the Subrecipient has accrued costs for specific, allowable costs, and only in amounts needed to pay costs that are identified as HOME-ARP eligible. The Subrecipient shall be reimbursed for eligible project costs after the Lead Entity has reviewed and approved invoices, statements, other billings, and supportive documentation. The Subrecipient is permitted to request reimbursement for costs associated with administering the Program as outlined in the Agreement. **If costs have accrued, funds must be requested within 90 days of accrual.**

To access funds, the Subrecipient must submit the following documents (additional instructions will be provided during the mandatory orientation):

- Invoice and Disbursement Request Form
- Subrecipient invoice
- Invoice from contractor(s) and/or subcontractor(s) (when applicable)

- Client specific back-up documentation for client specific reimbursement, such as:
  - Presumed eligibility self-certification form
  - Public Service Participation Report
  - Self-Certification of Annual Income
- Any other applicable back-up documentation, such as:
  - Expense Reports
  - Payroll Summaries
  - Time sheets
  - Et Cetera

## INTERNAL CONTROLS

Subrecipient **must** have written Policies & Procedures<sup>xii</sup> that define board and staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents.

Subrecipient must have written accounting procedures for approving and recording transactions. Financial records must periodically be compared to actual assets and liabilities to check for completeness and accuracy.

A good internal control system should include several basic features, regardless of the organization's size. The features include:

- The Subrecipient's plan to safeguard resources by segregating duties.
- A system of authorization and recording procedures that provide effective accounting control over assets, liabilities, revenues, and expenses.
- An established system of procedures followed by each organizational component in performing its duties and functions.
- Personnel capable of performing their responsibilities.
- An effective system of internal reviews.

Internal controls can help provide assurance that operations comply with Federal requirements. For example, responses to question such as those below can affect the outcome of an audit:

- Are there payroll records to support charges to Federal funds?
- Are there procedures to verify that charges are allowable under grant provisions?
- Are there adequate procedures to verify that Program Participants are eligible?
- Are corrective actions recommended and implemented as a result of self-monitoring activities?

## RECORD RETENTION

The Lead Entity and Subrecipient will retain program and project records for at least six years after each project's completion date. The period for maintaining records may be extended due to any of the following:

- Records that are the subject of audit findings must be retained for at least three years after such findings have been resolved; the six-year minimum record retainage requirement still applies
- If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained

until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later

#### CONFIDENTIALITY

The Subrecipient agrees to participate with the Consortium in any project evaluation or performance report – as designated by the Consortium or the appropriate Federal agency – and to make available all information required by such evaluation process, provided that compliance is maintained with applicable confidentiality laws.

Access to personally identifiable information will be restricted to only the staff that need to access the data to carry out their duties. Staff will be held accountable for ensuring privacy and confidentiality of the data.

#### LENGTH OF SERVICE / MAXIMUM FUNDING

There is no maximum funding per Subrecipient. Funding is available for up to 12 months. Subrecipients may reapply each year until funding has been expended.

#### FEDERAL REQUIREMENTS

##### CODE OF CONDUCT

The Subrecipient shall maintain written Standards of Conduct governing the performance of the employees engaged in the award and administration of Agreements.

No member of the Subrecipient organization shall participate in the selection, award, or administration of an Agreement supported by Federal funds if a real or apparent conflict of interest would be involved. An example of such a conflict is if the employee, officer, or agent, any immediate family, his / her partner, or an organization which employs or is about to employ any of the parties indicated above has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to Agreements with Subrecipients. The Subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

##### CODE OF ETHICS

A Subrecipient's oversight body is expected to demonstrate a commitment to integrity and ethical values. Subrecipients must have a written Code of Ethics reflecting this commitment for members of their Board of Directors.

##### CONFLICT OF INTEREST

The general rule<sup>xiii</sup> is that no employee, board member, officer, agent, consultant, or staff member of a Subrecipient receiving funds under a HOME-ARP Program may have during their tenure or for one year

thereafter:

- Responsibilities with respect to the HOME-ARP activities.
- Participate in decision-making processes.
- Have access to inside information with regard to the activities that could result in a personal or financial interest or benefit from a HOME-ARP-assisted activity.

Agencies must maintain a written Code of Conduct that governs the purchase of materials, product, supplies, and services, as well as the awarding and administering of Subrecipient Agreements. Personnel involved in the procurement process must be trained to recognize situations that create a conflict of interest or the appearance of a conflict of interest. The Subrecipient personnel should:

- Be familiar with the Subrecipient's Code of Ethics, Code of Conduct, and potential conflict of interest issues.
- Not take gifts or gratuities from persons or organizations associated with the procurement process.
- Assure the proposal evaluators or member of their immediate families do not have financial interest in the companies.

Additional guidance regarding Conflict of Interest is found at 2 CFR 200.112, §200.317, and §200.318. Procurement must comply with the conflict-of-interest provisions in the HOME regulation outlined in 24 CFR 92.356.

## PARTICIPANTS

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All HOME-ARP funds must primarily benefit individuals and families in one of the four qualifying populations (“QPs”) listed below:

5. Experiencing homelessness<sup>XIV</sup>
6. At risk of homelessness<sup>XV</sup>
7. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD<sup>XVI</sup>
8. Part of other populations where providing assistance would prevent homelessness or would serve those with the greatest risk of housing instability

***To qualify for funds from the HOME-ARP Program, ALL Qualifying Populations must have access to apply for placement on the waiting list.***

### QP1: HOMELESS

A person qualifies as QP1: Homeless if they are “Homeless”, at “Imminent Risk of Homelessness”, or “Homeless Under Other Federal Statues.” *See Attachment B for additional information and documentation requirements.*

#### QP1: HOMELESS

An individual or family who lacks a fixed regular, and adequate nighttime residence (*meets **ONE** (1) of the criteria below*).

- Primary nighttime residence that is a public or private place not designed for regular sleeping accommodations for human beings.
- Living in an emergency shelter.
- Living in an institution where they resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately prior to entering that institution.
- Living in a hotel/motel that is paid for by a charitable organization or governmental agency (the Client may qualify as *QP2: At Risk of Homelessness* if they are paying for the hotel themselves).

#### QP1: AT IMMINENT RISK OF HOMELESSNESS

Must meet **ALL** three (3) requirements listed below.

- An individual or family who will imminently lose their primary nighttime residence within **14 days** of the date of application for assistance, **AND**
- No subsequent residence has been identified, **AND**
- Household lacks resources or support networks needed to obtain other permanent housing.

#### QP1: HOMELESS UNDER OTHER FEDERAL STATUES

Must meet **ALL** of the requirements below.

- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under the QP1 definition but who are defined as homeless under Section IV.A.1 of [HUD Notice CPD-21-10](#), **AND**
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing in the last **60 days**, immediately prior to applying for assistance; **AND**
- Have experienced persistent instability as measured by two or more moves in the last **60 days**; **AND**
- Can be expected to continue in such status for an extended period of time due to special needs or barriers (For example: chronic health or mental health conditions, substance addiction, or history of domestic violence or child abuse).

## QP2: AT RISK OF HOMELESSNESS

A person qualifies as QP2: At Risk of Homelessness if they meet the criteria listed below.

*See Attachment B for additional information and documentation requirements.*

### QP2: INDIVIDUALS AND ADULT FAMILIES

Must meet **ALL** of the requirements below.

- Less than 30% AMI (Requires income verification); **AND**
- Does not have sufficient resources or support networks immediately available to prevent them from moving into an emergency shelter or other place listed in QP1: Homeless; **AND**
- Meets **ONE** of six (6) following conditions:
  - Has moved because of economic reasons two or more times during the **60 days** immediately preceding the application for HOME-ARP housing.
  - Is living in someone else's home because of economic hardship.
  - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within **21 days** after the date of application for assistance.
  - Lives in a hotel or motel and the cost of the hotel or motel stay is **NOT** paid by charitable organizations or by federal, State, or local government programs for low-income individuals (if the hotel/motel is paid for by a charitable organization or governmental agency, the individual qualifies as *QP1: Homeless*).
  - Two (2) or more people living in a single-room occupancy (SRO / studio) or efficiency apartment unit **OR** people living in a larger housing unit with more than one and a half (1.5) people per room. **Note: overcrowding is measured by ROOMS – excluding kitchen and bathrooms – not BEDROOMS.** (E.g. A 2-bedroom unit that has a living room and dining room has **four (4) rooms**. This unit can have up to six (6) people living in it before it is considered “overcrowded.” To qualify as QP2 with this condition, the unit in question would need to house seven (7) or more people).
  - Is living in a publicly funded institution, or system of care.

### QP2: UNACCOMPANIED CHILDREN AND YOUTH (UP TO AGE 25<sup>XVII</sup>)

*A child or youth who does not qualify as “homeless” as outlined in QP1: Homeless, but qualifies as*

“homeless” under section 387(3) of the Runaway and Homeless Youth Act ([42 U.S.C. 5732a\(3\)](#)), [34 USC 11279: Definitions \(house.gov\)](#), section 637(11) of the Head Start Act ([42 U.S.C. 9832\(11\)](#)), section 41403(6) of the Violence Against Women Act of 1994 ([42 U.S.C. 14043e-2\(6\)](#)), section 330(h)(5)(A) of the Public Health Service Act ([42 U.S.C. 254b\(h\)\(5\)\(A\)](#)), section 3(m) of the Food and Nutrition Act of 2008 ([7 U.S.C. 2012\(m\)](#)), or section 17(b)(15) of the Child Nutrition Act of 1966 ([42 U.S.C. 1786\(b\)\(15\)](#))

## QP2: FAMILIES WITH CHILDREN AND YOUTH

A child or youth who does not qualify as “homeless” under the homeless definition but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) and the parent(s) or guardian(s) of that child or youth if the parent(s) or guardian(s) live with them.

## QP3: IMMINENT RISK OF HARM

QP3: FLEEING OR ATTEMPTING TO FLEE DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING (SEX TRAFFICKING OR LABOR TRAFFICKING)

Due to the sensitive nature of this population, only collect necessary information. The written documentation need only include the minimum amount of information indicating that the individual or family fleeing or attempting to flee domestic violence, sexual assault, stalking, or human trafficking, and **need not include any additional details** about the conditions that prompted that individual or family to seek assistance. *See Attachment B for additional information and documentation requirements.*

Units that are funded by the Housing Affordability Program that house victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking are obligated to maintain the confidentiality of the survivor. Any information that is provided under the Violence Against Women Act (VAWA)’s housing protections, including the fact that the applicant is a VAWA survivor, must be kept confidential by the housing provider. These obligations include keeping any such information out of a shared database and not disclosing the information to others unless the survivor consents in writing to the disclosure, disclosure is required for use in an eviction proceeding, or the law otherwise requires it.

The Affordable Housing Subrecipient must provide QP3 applicants with information on their rights and how to file a complaint with HUD if their confidentiality is not protected. (See [34 U.S.C. §12491\(c\)\(4\)](#); [24 C.F.R. § 5.2007\(c\)](#)).

## QP4: OTHER POPULATIONS

QP4: OTHER FAMILIES REQUIRING SERVICES OR HOUSING ASSISTANCE TO PREVENT HOMELESSNESS

**MUST** meet **ALL** requirements listed below. *See Attachment B for additional information and documentation requirements.*

- Previously homeless; **AND**
- Housed due to temporary or emergency assistance (such as time-limited rental assistance programs or emergency rental assistance programs that is ending); **AND**
- Need for additional assistance to prevent return to homelessness.

QP4: AT GREATEST RISK OF HOUSING INSTABILITY (REQUIRES INCOME VERIFICATION)

**MUST** meet **BOTH** requirements listed below. *See Attachment B for additional information and documentation requirements.*

- Annual income that is less than or equal to 30% AMI, **AND**
- Experiencing severe cost burden (paying more than 50% of monthly household income towards housing costs)

QP4: LOW INCOME AND AT RISK OF HOMELESSNESS (REQUIRES INCOME VERIFICATION)

**MUST** meet income and housing instability requirements. *See Attachment B for additional information and documentation requirements.*

- Annual income that is less than or equal to 50% AMI, **AND**
- Meets **ONE** of six (6) following conditions:
  - Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for HOME-ARP Supportive Services.
  - Is living in someone else's home because of economic hardship.
  - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21-days after the date of application for assistance.
  - Lives in a hotel or motel and the cost of the hotel or motel stay is NOT paid by charitable organizations or by federal, State, or local government programs for low-income individuals (if the hotel/motel is paid for by a charitable organization or governmental agency, the individual qualifies as QP1: Homeless).
  - Two (2) or more people living in a single-room occupancy (SRO / studio) or efficiency apartment unit **OR** people living in a larger housing unit with more than one and a half (1.5) people per room. **Note: overcrowding is measured by ROOMS – excluding kitchen and bathrooms – not BEDROOMS.** (Ex. A 2-bedroom unit that has a living room and dining room has **four (4) rooms**. This unit can have up to six (6) people living in it. The unit in question would need to house seven (7) or more people to qualify as QP4).
  - Is living in a publicly funded institution, or system of care.



## SCREENING PROCEDURE

An individual applying for or requesting services from a Subrecipient must be from one of the four qualifying populations and cannot be receiving the requested service through another program. The agency providing Supportive Services must establish a waiting list or utilize the Coordinated Entry System. Applicants shall be chosen in chronological order.

*ALL qualifying populations must have access to apply for placement on the waiting list for an activity or project. Priority may be given to a specific qualifying population if outlined and approved in the Agreement.*

The Subrecipient must follow all applicable fair housing, civil rights, and non-discrimination requirements. This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of Rehabilitation Act, HUD's Equal Access Rule, and the Americans with Disabilities Act, as applicable.

## ELIGIBLE SERVICES

Eligible services include McKinney-Vento supportive services, homelessness prevention services, and housing counseling services<sup>xviii</sup>. The Subrecipient is able to provide the following services with funds they receive from the HOME-ARP Supportive Services program:

### CHILDCARE FOR PROGRAM PARTICIPANTS

The costs of childcare for Program Participants includes providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities. The children must be under the age of 13 unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.<sup>xix</sup>

### EDUCATIONAL SERVICES

- Health education
- Substance abuse prevention
- Literacy, English as a Second language, and GED
- Instruction or training in consumer education
- Component services or activities, such as:
  - Screening, assessment, and testing
  - Individual or group instruction
  - Tutoring
  - Provision of books, supplies, and instructional material
  - Counseling
  - Referral to community resources

### EMPLOYMENT ASSISTANCE AND JOB TRAINING

- Employment screening assessment or testing
- Training and tutoring
  - Skills to obtain and retain a job including vocational licenses and/or certificates

- Classroom, online, and/or computer instruction
- On-the-job instruction
- Services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential
- Job seeking skills
- Literacy training and pre-vocational training
- Books and instructional materials
- Counseling or job coaching
- Referral to community resources

#### HOUSING SEARCH AND COUNSELING SERVICES

- Development of action plan for locating housing
- Housing search
- Tenant counseling
- Securing utilities (utility deposit)
- Moving arrangements (storage units are not an eligible expense)
- Outreach and negotiation with owners
- Assistance with submitting rental applications (to include fees associated with obtaining a birth certificate or other documentation if required to secure housing)
- Payment of rental application fees and security deposits (***available one time only, up to twice the monthly payment***)
- Credit counseling

#### LEGAL SERVICES

Legal services include fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individuals or family's ability to obtain and retain housing, including:

- Child support
- Guardianship
- Paternity
- Emancipation
- Legal separation
- Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
- Appeal of veterans and public benefit claim denials
- Landlord-Tenant disputes
  - Payment for mediation between Program Participant and owner where Participant is living
- The resolution of outstanding criminal warrants
- Requesting reconsiderations and appeals of veterans and public benefit denials
- Immigration and citizenship matters

## LIFE SKILLS TRAINING

the costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the Program Participant to function independently in the community. They include:

- Budgeting of resources and money management
- Household management
- Conflict management
- Shopping for food and other items
- Nutrition
- Public transportation
- Parent training

## MENTAL HEALTH SERVICES, TRAUMA COUNSELING, AND VICTIM SERVICES

- Direct outpatient treatment of mental health conditions that are provided by licensed professionals
- Crisis intervention
- Counseling
- Individual, family, or group therapy sessions
- Prescription of psychotropic medications or explanations about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

## OUTPATIENT HEALTH SERVICES

- Understanding health needs
- Assisting with medical treatment
- Preventive medical care
- Preventive and non-cosmetic dental care

## OUTREACH SERVICES

Providing people with information and referrals to homeless and mainstream programs, and urgent needs such as meals, blankets, clothes, or toiletries are eligible expenses under this program. Furniture is not considered an urgent need. **The urgent need request and the amount must be pre-approved by the HOME Consortium.**

## SUBSTANCE ABUSE TREATMENT SERVICES

- Intakes and assessments
- Outpatient treatment
- Group and individual counseling
- Drug testing
- Inpatient detoxification

## TRANSPORTATION SERVICES

- Participants travel on public transportation – Purchase of bus passes
- Mileage allowance for Service Workers to visit Participants and to conduct housing inspections
- Car repair

## CASE MANAGEMENT

- Conducting initial evaluation
- Developing, securing, and coordinating services
- Obtaining benefits
- Monitoring and evaluating program progress
- Information and referrals
- Ongoing risk assessments
- Developing individualized housing and service plan

## CREDIT REPAIR

- Credit counseling
- Budgeting (does not include payment or modification of debt)

## LANDLORD / TENANT LIAISON

- Landlord outreach
- Physical inspections
- Mediation services for housing issues

## LENGTH OF SERVICE

Agreements with Participants are not to exceed 12 months. A Program Participant may take part in the designated Program(s) for up to 12 months, until the service is no longer necessary, or until the Participant is no longer considered one of the Qualifying Populations. If the Participant still has financial need at the end of the 12-month agreement, if the Program still has funds available, and if the Participant still meets the requirements of the Program, the Participant may request an Agreement extension. Agreement extensions are not guaranteed; however, they may be available on a case-by-case basis with express approval of the Consortium.

## MAXIMUM FUNDING

Participants may receive services and/or financial assistance from multiple Subrecipients within the HOME-ARP program. Total assistance may not exceed \$5,000 per Participant / family. Exceptions may apply upon pre-approval by the Consortium.

## DUPLICATION OF SERVICES

Some Participants may require assistance from more than one Subrecipient within the HOME-ARP program. A Participant may utilize multiple Subrecipients for different services, but they may not receive assistance from multiple Programs for the same type of service. For example, a Participant may receive credit counseling and drug and alcohol treatment from two different Subrecipients but, they may not

receive credit counseling from two Subrecipients of the HOME-ARP Program.

### **TERMINATION OF ASSISTANCE**

Participant assistance may be terminated if they reach the maximum funding of \$5,000 or time allotment of 12 months, if they are no longer considered a Qualified Population, or if they are not in compliance with the Program requirements set forth by the Subrecipient.

## MONITORING & REPORTING

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HUD requires monitoring of Subrecipient agencies on an annual basis. Monitoring is an ongoing process of reviewing performance using documented data to make judgments about Subrecipient performance, and to assist in improving that performance. Agreement compliance monitoring performed by Consortium staff is different from an annual audit. Monitoring is not an audit of the Subrecipient, but rather is focused on the Program that is federally funded.

The Consortium is responsible for monitoring HOME-ARP Subrecipients to ensure compliance with all Federal, State, and local rules, regulations, and laws. This is accomplished through phone conversations, written correspondence, desk monitoring, and on-site monitoring visits. Technical assistance is offered throughout the year to both new and existing Subrecipients.

### MONITORING GOALS

The goal of monitoring is to review:

- Subrecipient agencies to determine if services are being delivered in accordance with Agreement requirements as to type of services and number of units of service.
- Records to determine if systems are in place to properly document the provision of services, client eligibility, and compliance with all Agreement requirements.
- Subrecipient agencies to determine if expenditures of allocated funds are being used in accordance with the Agreement and programmatic requirements.
- Records of Subrecipient agencies to determine if systems are in place to properly document financial transactions, the use of allocated funds, the use of program income, and any other Agreement, Federal, State, or local requirements. In some cases, it may be necessary to perform a follow up monitoring visit or conduct monitoring more frequently than once per year.

Substandard performance, as determined by the Consortium, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Consortium, Agreement suspension or termination procedures will be initiated. (*See Agreement Termination below for additional information*)

### PROGRAM MONITORING PROCESS

Consortium staff will contact the Subrecipient to arrange for a monitoring visit. The Subrecipient will be informed which records will be reviewed initially. These records should be ready for review upon arrival, within the working space set up for the Lead Entity and should be in an understandable format. Alternatively, the Lead Entity may conduct a desk-top review and may require the Subrecipient to submit documents to the Lead Entity's office. During these visits, the Lead Entity will:

- Meet staff responsible for preparing reimbursement requests, payroll, and maintaining accounting records.
- Review records selected for monitoring and discuss record keeping methods with the staff that maintain them. Copies of certain documents and records may be made for purposes of preparing the report. Records to be reviewed by the Lead Entity may include, but are not limited to:
  - Time and attendance reports (time sheets or timecards)
  - Payroll register

- Cash receipts journal
- Check disbursement journal or check register
- Bank statements, canceled checks, and/or direct deposit verification
- General ledgers
- Invoices and purchase orders
- Bank reconciliation
- Any additional item (vouchers, documents, financial reports, records, etc.) needed to verify transactions

#### ENTRANCE CONFERENCE

After Subrecipients have been selected, the Consortium will meet with the Subrecipient staff that manage the Program and with other interested persons to answer any questions regarding the monitoring process. The Lead Entity will discuss record keeping methods and programmatic procedures with the staff who will maintain them.

#### SUBRECIPIENT MONITORING

The Consortium will monitor the performance of the Subrecipient against the goals and benchmarks described in their HOME-ARP application and approved budget. Monitoring visits by the Consortium may be scheduled or unannounced. The Consortium reserves the right to inspect all files and other documentation necessary to monitor performance in accordance with applicable laws and in compliance with HUD guidelines.

The Lead Entity will review the records that were selected for monitoring and discuss record keeping methods and programmatic procedures with the staff who maintain them. Copies of certain documents and records may be made for purposes of preparing the report. Records which will be reviewed by the Lead Entity include, but are not limited to:

- Reports sent to the Consortium for the period under review, with supporting documents.
- Daily logs, time sheets, and other documents used to prepare reports.
- A list of clients served and those that did not receive assistance with the written reason for denial during the Agreement period.
- A sample of client records, drawn from a list of assisted clients; the client records should include eligibility documentation and records of services provided.

Subrecipients must agree to provide all requested documentation to the Lead Entity within five (5) business days to maintain compliance with the HOME-ARP Program and related laws, rules, regulations, and policies.

All Subrecipient records, with respect to any matters covered by this Agreement, shall be made available at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.<sup>xx</sup>

## MONTHLY REPORTS

Subrecipients are required to submit Monthly Reports within fifteen (15) calendar days of the end of each month during the fiscal year, as specified within the Subrecipient's written Agreement with the Consortium. Reports **must** include the number of homeless / non-homeless households assisted with supportive services and housing counseling as well as the race, ethnicity, household size, and household type of each household assisted. The Monthly Report template will be provided to each Subrecipient at the pre-project meeting. The Monthly Report must include backup documentation as requested.

These reports are important for the Consortiums ability to track the Subrecipient's performance with regard to implementing the program or activity. The reports provide the status of the Subrecipient's progress towards achieving the goals stipulated in their Application, and any issues that have arisen during the reporting period, demographic data on clients served, and use of funds. Additional reporting may be requested by the HOME Consortium.

## SOURCE DOCUMENTATION

All accounting records must be supported by source documentation. Supporting documentation is important to retain for all program expenditures. Documentation must specifically prove that expenditures charged to the grant are:

- Incurred only during the period of the Agreement between the Consortium and Subrecipient.
- Were actually paid out (or properly accrued within 15 days of dispersal request for reimbursement.)
- Allowable and reasonable.
- Approved by a responsible official in your organization.

Source documentation must explain the basis of the costs incurred. For example:

- With respect to staff time charged to the grant, you must have time sheets signed by the employee and supervisor that explicitly state the hours charged to the grant.
- Attendance sheets should be available at all times to verify that the time charged to the grant is accurate.
- Utility costs should be supported by bills from the utility company.
- This information must be available at all times to verify that costs charged to the HOME-ARP Program are accurate.

## REVIEW OF RECORDS

The Consortium will check the Subrecipient's records against submitted records and reports (*this list is not exhaustive*):

- To determine that:
  - Amounts in Subrecipient's records match amounts submitted to the Consortium
  - Reports are presented in a timely manner (by the date specified in the Agreement)
  - Reports are accurate and completed in a satisfactory manner
  - Proposed goals and timeline for completion are being met
  - Project / Activity is following HOME-ARP program Policies & Procedures
  - Only expenses agreed upon in the Agreement are billed to the HOME-ARP Program
  - Files are complete and maintained in an orderly fashion



- To ensure there is sufficient documentation that:
  - Participant eligibility is based on Qualified Population status
  - The provision of services and scope of work meet the terms of the Agreement
  - HOME-ARP Program agreements are dated and signed by the applicant and Subrecipient prior to the commitment of funds

#### SALARIES, REVENUE & OTHER OPERATING EXPENSES

The Lead Entity will verify salaries by:

- Reviewing time and attendance reports for time billed to HOME-ARP and verification of reports by supervisor.
- Checking that there is a clear audit trail between the time and attendance reports, payroll register, general ledger accounts, and Federal and State reports.
- Testing computation for gross amounts, deductions, and net payments.
- Verifying canceled checks for amounts and endorsements.
- Comparing employees' time from timecards to the time reported on reimbursement requests.
- Verifying that the costs requested for reimbursements are allowable and reasonable under the terms of the Agreement.
- Verifying invoices and payments.
- Verifying that purchase of equipment matches general ledger account and financial reports.
- Ensure that purchased equipment is allowable.
- Verifying calculation of depreciation (if applicable).
- Make physical inspection of equipment (if applicable).

The Lead Entity will verify:

- That amounts disbursed by Consortium reconcile with funds received by the Subrecipient.
- The amounts and use of any program income or CHDO proceeds received.

The Lead Entity will verify other operating expenses by:

- Examining invoices and related canceled checks.
- Reviewing invoices for approvals and account distribution.
- Determining if the costs are allowable.
- Verifying Subrecipient's line-item costs to amounts requested for reimbursement.
- Verifying that amounts requested for reimbursement agree with posting to general ledger accounts.

#### REVIEW OF OVERALL ACCOUNTING

The Lead Entity will:

- Review the process used to record the various transactions and determine if it is effective.
- Review the actual transactions and their supporting documentation, determining eligible reimbursement expenses. In order for an expenditure to be considered eligible for reimbursement, the following requirements must be met:
  - The expenditure must be for the current funding period.

- It must be an expenditure related to HOME-ARP activity.
- It must be an expenditure permitted by the Agreement.
- Review the overall Subrecipient performance to determine if it is within compliance according to the terms and conditions of the Agreement.
- Determine if the prior year’s monitoring findings have been corrected and are not being repeated.

## MONITORING REPORTS AND APPEALS

Within thirty (30) days after the completion of the monitoring visit or desk-top review, a written report of the results of the monitoring visit will be forwarded to the Subrecipient. If the program and fiscal monitoring were performed concurrently, the reports for both will be combined under a single cover letter.

### MONITORING REPORT

The monitoring report contains:

- A detailed list of areas reviewed.
- A detailed list of findings, if any.
- A recommendation will accompany each finding explaining how the deficiency can be corrected.
- A detailed list of concerns, if any.
- Depending on the nature of the concern, a recommendation may be included on how to eliminate the concern.
- Observations, if any, made regarding the Subrecipient’s operation.
- If findings are severe, the letter accompanying the report may place a hold on further reimbursements to the Subrecipient until the findings are cleared or may require the suspension of the activity until satisfactory corrective actions are made and approved by the Lead Entity.

### RESPONSE TO MONITORING REPORT

Within thirty (30) days after receipt of the monitoring report, the Subrecipient must submit a written response to the monitoring report. The response should include:

- A response to each individual finding and concern, if applicable.
- Copies of any documentation to back up the response to the findings (copies of corrected employee monthly time reports, etc.).

### RESPONSE TO SUBRECIPIENT RESPONSE

Upon receipt of the Subrecipient’s response to the monitoring report, a review of the response will be conducted to determine if the findings have been satisfied. A written response to the Subrecipient’s response will be sent, to include the following:

- Those findings which have been satisfied will be noted as closed; if all findings are closed, the Subrecipient’s monitoring for the year under review is considered to be complete.
- Findings which are not satisfied will remain open and will require further response or action on the Subrecipient’s part.

- The Subrecipient will be given an adequate period of time to take any further action needed to correct the findings and respond in writing.
  - If these actions are satisfactory, the findings are noted as closed and the monitoring is considered to be complete.
  - If these actions are not satisfactory, further correspondence is required until such time as all findings are closed and the monitoring is concluded.
  - The close of the Agreement does not necessarily close the monitoring or the corrective actions required.

Correspondence will continue until all findings are closed.

#### APPEALS

In the event that the Subrecipient and the Lead Entity cannot come to an agreement on one or more findings of the Consortium's monitoring visit, an appeal may be made in writing to the Planning and Development Manager<sup>xxi</sup>. The appeal should state clearly the finding being appealed, and the basis for the appeal. HUD does not accept appeals of decisions by the Consortium regarding monitoring issues.

#### EXIT CONFERENCE

The Lead Entity will meet with the Subrecipient to discuss the results of the monitoring. The Lead Entity may invite staff and/or board members as they deem appropriate. The purpose of the exit conference is to:

- Discuss findings, if any, and methods of correcting each individual deficiency
- Discuss concerns, if any, and methods of correcting concerns
- Discuss any observations made regarding the Subrecipient and offer technical assistance where applicable
- Answer any questions Lead Entity or staff may have

## END NOTES

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- I [www.hud.gov/program\\_offices/comm\\_planning/home-arp](http://www.hud.gov/program_offices/comm_planning/home-arp)
- II [eCFR :: 24 CFR 91.5 – Definitions](#); 24 CFR 91.5  
  
[42 USC 11302: General definition of homeless individual \(house.gov\)](#) section 103(a) of the McKinney-Vento Homeless Assistance Act  
  
[42 USC 11360: Definitions \(house.gov\)](#) As amended, 42 U.S.C. 11302(a) McKinney-Vento
- III [eCFR :: 24 CFR 91.5 – Definitions](#) and [The McKinney-Vento Homeless Assistance Act As Amended by S.896 The Homeless Emergency Assistance and Rapid Transition to Housing \(HEARTH\) Act of 2009 \(hud.gov\)](#) Title IV – Housing Assistance; Subtitle A – General Provisions; Section 401 Definitions
- IV Unlike other HUD “homeless” definitions, the HOME-ARP “homeless” QP is not required to “have no other household... (or) lack resources or support network.”  
  
*(<https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP/HOME-ARP-Webinar-Presentation-05-17-22.pdf>)*
- V US HUD CPD Requirements for the Use of Funds in the HOME-ARP Program
- VI [G 7401 \(hud.gov\)](#) HUD G 7401.5 Chapter 1. General Insurance Requirements; Subsection b. Authorized Insurance Companies  
  
*<https://apps.hud.gov/offices/adm/hudclips/guidebooks/7401.5G/74015gc1GUID.pdf#:~:text=Although%20HUD%20does%20not%20set%20mandatory%20standards%20for,company%20in%20the%20NA-3%20category%20%28Insufficient%20Operating%20Experience%29>*
- VII [G 7401 \(hud.gov\)](#) Chapter 1. General Insurance Requirements, Section 1-3 B
- VIII Insurance Services Office (“ISO”) form CG 00 01 is the Commercial General Liability Insurance form. Subrecipients are responsible to obtain this form from their insurance provider.
- IX Insurance Services Office (“ISO”) form CA 00 01, or Business Auto Coverage Form. Subrecipients are responsible to obtain this form from their insurance provider.
- X [Title 51 RCW: INDUSTRIAL INSURANCE \(wa.gov\)](#)
- XI [eCFR :: 24 CFR 92.351 -- Affirmative marketing; minority outreach program.](#)
- XII [eCFR :: 2 CFR 200.303 -- Internal controls.](#) Section 2 *CFR 200.303XII*
- XIII [eCFR :: 24 CFR 570.611 -- Conflict of interest.](#)

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- XIV [eCFR :: 24 CFR 91.5 – Definitions](#): 24 CFR 91.5  
[42 USC 11302: General definition of homeless individual \(house.gov\)](#) section 103(a) of the McKinney-Vento Homeless Assistance Act  
[42 USC 11360: Definitions \(house.gov\)](#) As amended, 42 U.S.C. 11302(a) McKinney-Vento
- XV [eCFR :: 24 CFR 91.5 – Definitions](#) and [The McKinney-Vento Homeless Assistance Act As Amended by S.896 The Homeless Emergency Assistance and Rapid Transition to Housing \(HEARTH\) Act of 2009 \(hud.gov\)](#) Title IV – Housing Assistance; Subtitle A – General Provisions; Section 401 Definitions  
(<https://www.hud.gov/sites/dfiles/CPD/documents/HOME-ARP/HOME-ARP-Webinar-Presentation-05-17-22.pdf>)
- <sup>xvii</sup> [eCFR :: 24 CFR 91.5 “Homeless”](#)
- XVIII Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing ([eCFR :: 24 CFR 5.100 -- Definitions](#), and [eCFR :: 24 CFR 5.111 -- Housing counseling](#)).
- XIX [eCFR :: 24 CFR 576.102 -- Emergency shelter component](#). Section 24 CFR 576.102(a)(1)(ii)
- XX Managing CDBG: A Guidebook for Grantees on Subrecipient Oversight. Section VIII B. 6 Audits & Inspections
- XXI Kerwin Jensen, [kjensen@ci.richland.wa.us](mailto:kjensen@ci.richland.wa.us)