

EIN:  
58-6000814-

**Contract Award**  
**Emergency Solutions Grants**  
**ESG CARES ACT FUNDING**

DCA OrgID:  
935

**Dekalb County Community Development**

**Total Award: \$532158**

<u>Project Name</u>	<u>Contract ID</u>	<u>Award Amount</u>
Emergency Shelter CARES	22C282	\$532158

## **Table of Contents**

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**\*Multiple Exhibits depending on Project Awards**

**\*\* Environmental review is a separate attachment**

March 1, 2023

Dekalb County Community Development  
330 West Ponce de Leon Ave, 6th Floor  
Decatur, GA 30030

RE: 2022-2023 ESG CARES Contract

Dear ESG-CV Provider:

I am pleased to announce that your organization has received funding in the amount of \$532,158 for the Emergency Solutions Grants (“ESG”) program through the Coronavirus Aid, Relief, and Economic Security Act (“CARES”), as signed into law on March 27, 2020.

Please note that the CARES funding is subject to specific guidelines and waivers that requires the execution of a Program Participation Agreement (“Agreement”).

A Program Participation Agreement is included in this contract. Additional documents (Environmental Review, Exhibit C Resolution, FFATA and Immigration Forms) will be sent in a separate email. All documents should be presented to your board for review and approval and returned to DCA by March 17, 2023.

Thank you for your dedication to the special needs and service needs of others. If you have any program-specific questions, please contact Harvinder Makkar by email at [Harvinder.Makkar@dca.ga.gov](mailto:Harvinder.Makkar@dca.ga.gov) or by phone at (470) 382-3518. For contract related questions, please contact Heather Smith, Grants Compliance Manager, by email at [heather.smith@dca.ga.gov](mailto:heather.smith@dca.ga.gov) or by phone at (404) 679-0632.

Sincerely,

Cordaryl Turner, Deputy Division Director  
Office of Homeless and Special Needs Housing CT/hs

CT/hs

# PROGRAM PARTICIPATION AGREEMENT

## ESG CARES Fund - Emergency Solutions Grant (ESG) Program

Award Date: 3/1/2023  
Completion Date: 9/30/2023

Grantor: **Georgia Housing and Finance Authority (GHFA), Dept of Community Affairs**

Grantee: **Dekalb County Community Development**

Address: **330 West Ponce de Leon Ave, 6th Floor**

**Decatur**

**GA**

**30030**

**EIN: 58-600814**

Amount: **\$532,158**

This Agreement is made and entered into on the date first written by and between Grantee and Grantor for the express purpose of Grantee's facilitation of funding provided to the Emergency Solutions Grants ("ESG") program through the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136) as signed into law on March 27, 2020 (hereinafter referred to as "CARES")

### WITNESSETH THAT:

**WHEREAS**, Grantor is the recipient of federal and state funds allocated for ESG programs ("programs"); and

**WHEREAS**, the Georgia Department of Community Affairs (DCA) administers the programs on behalf of Grantor; and

**WHEREAS**, Grantee has applied for ESG 2020 CARE funds to administer ESG programs and warrants that the activities proposed in its application are eligible for funding; and

**WHEREAS**, Grantor and Grantee desire to establish their respective rights, duties and responsibilities regarding administration of the programs.

**NOW THEREFORE**, in consideration of the promises herein contained, the parties agree as follows:

1. Grantor will make CARES funds available for Grantee's program as outlined in **Exhibit A** of this Agreement subject to the Special Conditions outlined in Exhibit F which are attached hereto and incorporated by reference herein;
2. Grantee will administer its program and expend available funds in accordance with the terms and conditions of this Agreement, including the Exhibits attached hereto and incorporated by reference herein, as may be amended from time to time.
3. Grantee has received environmental review clearance from DCA for the activities and locations pursuant to **Exhibit B** of this Agreement;
4. Grantee certifies that it has the legal authority to receive, contract for and administer these funds through authorization of the approved Exhibit C Resolution form.
5. Grantee agrees to follow the HMIS data entry and reporting requirements outlined in **Exhibit D** of this Agreement;
6. Grantees that administer ESG programs agree to serve only eligible persons described in 24 CFR 576 and outlined in **Exhibit E** of this Agreement and to retain documentation of the same, as specified and in formats prescribed by DCA;
7. Grantee agrees to adhere to the special conditions in **Exhibit F** and the specifications in **Exhibit Z** of this Agreement, as applicable to the Grantee's program;
8. Grantee agrees that it will adhere to the requirements of DCA's Language Access Plan and take steps to provide meaningful access to services and programs for persons with Limited English Proficiency as acknowledged in **Exhibit G**;
9. Grantee must follow all rules and conditions from this Agreement subject to special waivers that are included in **Exhibit I**;
10. Grantee agrees that upon expiration of the special waivers, all rules and conditions of the affected regulations must be followed;
11. Grantee will submit all reimbursement requests within 30 to 45 days of the expense;
12. This is an ESG program specific agreement. Grantee will forward all required notifications, questions and concerns to LaDrina Jones, Office of Homeless and Special Needs Housing, GA Department of Community Affairs, 60 Executive Park South NE, Atlanta, GA 30329;
13. Within ninety (90) days of the awarding of the CARES funds to the Grantee, the Grantee must develop and implement a marketing plan that informs the general public within the Grantee's service region of the available programs the Grantee is administering through the CARES funds;
14. Grantee will provide the Grantor with written notification that the marketing plan has been developed and implemented by April 1, 2023;
15. Grantee may enter into subcontract agreements for services covered under this Agreement with third-party agencies and organizations who provide comparable services to perform Grantee's obligations under this Agreement;
16. Grantee must notify Grantor of all proposed subcontract agreements prior to execution;
17. Grantee must use the Grantor authorized subcontract template when contracting with a third-party agency or organization
18. Grantee agrees that no subcontract which Grantee enters into with respect to performance of obligations under this Agreement shall in any way relieve Grantee of any responsibility, obligation or liability under this Agreement and for the acts and omissions of all subcontractors, agents, and employees;
19. Grantee agrees that all restrictions, obligations and responsibilities of the Grantee under the Agreement shall also apply to any and all of Grantee's subcontractors under this Agreement;
20. Grantee agrees that any subcontract with a third-party agency or organization must also preserve the rights of Grantor;
21. Grantor shall have the right to request the removal of a subcontractor from this Agreement for good cause; and

22. This Agreement shall be effective on the Agreement Date specified in **Exhibit A** upon execution of the Agreement by Grantee and Grantor. This Agreement is subject to periodic review by the Grantor. Grantor may propose a modification to this Agreement at any time. This Agreement may be amended during its validity by mutual consent of Grantor and Grantee in a written agreement between them signed by their authorized representatives.

**IN WITNESS WHEREOF, the parties have executed this document to be effective as of the date referenced herein above.**

---

**By:**

\_\_\_\_\_  
(signature)  
Type or Print Name:

**Attest:**

\_\_\_\_\_  
(signature)  
Type or Print Name:

**Georgia Department of Community Affairs**

**By:**

\_\_\_\_\_  
**Philip Gilman**  
**Deputy Executive Director**

**Attest:**

\_\_\_\_\_  
**Daphne Walker**  
**Division Director, Housing Assistance Division**

# Exhibit A - Approved Budget

## ESG CARES Emergency Shelter

### March 1, 2023 - September 30, 2023

For costs directly associated with this program!

Approved Amount: **\$532,158**

Grantee: **Dekalb County Community Development**

Program Name: **ESG CARES Emergency Shelter**

Grant No.: 22C282

**Services**

1. Case Management	\$30,000
2. Child Care	\$0
3. Education	\$0
4. Employment	\$0
5. Outpatient Health	\$0
6. Legal	\$0
7. Life Skills	\$0
8. Mental Health	\$0
9. Substance Abuse	\$0
10. Transportation	\$0
11. Maintenance	\$0
12. Rents	\$400,000

**Operations**

13. Security	\$72,842
14. Equipment	\$0
15. Insurance	\$0
16. Utilities	\$0
17. Food	\$29,316
18. Furnishings	\$0
19. Supplies	\$0
20. Shelter Vouchers	\$0
21. Hazard Pay	
22. Volunteer Incentives	
23. Training	
24. PPE	

**Targeted Counties**

**Total Budget**

**\$532,158**

*Please refer to Emergency Solutions Grants (ESG) regulations at 24 CFR 576.102, "Emergency Shelter Component," for guidance on eligible costs!*

**Instructions:**

A. Contact DCA for written approval for any proposed change to budgeted line items. Do not proceed with any changes without specific written approval from DCA. If Grantee is approved for a budget amendment, Grantee cannot proceed until it confirms whether additional environmental review is required for the new line items.

B. For each funded service or operational cost, Grantee must refer to the "Budget Guidance" on the following pages and to the approved application (except as may be amended herein) to determine eligibility. All funds are restricted to program use! This budget shall be valid only if approved and dated by DCA.

C. Staff supported with funds under this Agreement must have reported time allocation and job description dedicated to this program on file with DCA.

**This Section for DCA Use Only**

Approved By: Haidee Malikar Date: 3/1/2023

## **Emergency Shelter Budget Guidance (Ref. 24 CFR 576)**

**Emergency Shelter** - ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters. Further note that the age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter or services to families with children under age 18.

a. Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of: (A) Using the centralized or coordinated assessment system as required under § 576.400(d); (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; (C) Counseling; (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits; (E) Monitoring and evaluating program participant progress; (F) Providing information and referrals to other providers; (G) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and (H) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

b. Child care. The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Children with disabilities 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.

c. Education services. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

d. Employment assistance and job training. The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. Learning skills include those skills that can be used to secure and retain a job. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

e. Outpatient health services. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. ESG funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.

f. Legal services. (A) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing. (B) ESG funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. (C) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for

## **Emergency Shelter Budget Guidance (continued)**

victims of domestic violence, dating violence, sexual assault, and stalking, and appeal of veterans and public benefit claim denials. (D) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling. (E) Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services. (F) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

g. 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 use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

h. Mental health services. (A) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. (B) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. (C) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. (D) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

i. Substance abuse treatment services. (A) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. (B) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. (C) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

j. Transportation. Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following: (A) The cost of a program participant's travel on public transportation; (B) If service workers use their own vehicles, mileage allowance for service workers to visit program participants; (C) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and (D) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

k. Shelter operations. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

**Exhibit B – ENVIRONMENTAL REVIEW COMPLIANCE**

**Dekalb County Community Development**

Each HUD-funded activity (or any activity used as match) must have an executed environmental review before Grantee obligates or expends funds. This Exhibit is intended to confirm Grantee’s environmental review compliance and obligations for the term of this Agreement. Environmental review(s) pertaining to this Agreement were sent as a separate attachment titled *Organization Name ER Project Type (“Attachment”)*. The Attachment is incorporated into this Exhibit and Agreement as if restated in full.

The Agreement between Dekalb County Community Development (“Grantee”) and the Georgia Department of Community Affairs (“DCA”) funds one or more of the following project types:

**ENVIRONMENTAL REVIEW TYPES BY PROGRAM**

**ESG**

- \*Rapid Re-Housing
- \*Homelessness Prevention
- \*Hotel / Motel Vouchers
- \*Street Outreach
- \*Supportive Services
- \*HMIS
- \*\*Emergency Shelter

**HOPWA**

- \*Tenant-Based Rental Assistance
- \*Short-Term Rental, Mortgage and Utility Assistance
- \*Housing Information and Referral Services
- \*Supportive Services (including Case Management)
- \*Resource Identification
- \*Permanent Housing Placement
- \*Administration
- \*\*Facility-Based Housing

**PSH**

- \*Support Services
- \*Harm Reduction

\*Grantee’s activities listed above are required to have an Exempt/Categorically Excluded Not Subject to 58.5 environmental review. The attached environmental review(s) cover(s) Grantee’s activities, EXCLUDING activities in counties with Coastal Barrier Resources System areas. Grantee does not need to request additional environmental reviews for these activities unless the activity is located in a Coastal County.

\*\*Grantee’s **Emergency shelter** or **Facility-Based Housing** activities undertaken as part of the indicated projects require a more restricted environmental review for each project location (Categorically Excluded Subject to 58.5) if the project receives funds to lease a building for HOPWA and/or ESG, or uses match funds for leasing a building (ESG). If funds are not used to lease a building, the project will only require the Exempt/Categorically Excluded Not Subject to 58.5 environmental review. The attached environmental review covers Grantee’s activities for the projects listed above at the locations listed on the environmental review. *IMPORTANT: If using leasing funds for match, it is Grantee’s responsibility to make sure that you have the proper environmental review prior to expending match funds that you intend to claim.*

**COASTAL COUNTIES!**

Each time Grantee undertakes an activity (example: TBRA) at a new location in Chatham, Bryan, Liberty, McIntosh, Glynn or Camden counties, Grantee will complete and submit a new Environmental Review Request Form to DCA. Grantee may not commit funds for or undertake an activity (example: TBRA unit) until it receives a completed and approved environmental review from DCA for that specific location and activity.

Name/Title: Daphne M. Walker, Division Director, Housing Assistance Division, DCA

Date

**ACKNOWLEDGMENT**

**By signing below, Grantee acknowledges that it has reviewed this Exhibit and the attached environmental review(s) and understands Grantee’s environmental review obligations for the term of this Agreement. Grantee understands that failure to comply with these requirements may require repayment of related expended funds, result in the termination of any and all agreements with DCA, or both.**

By \_\_\_\_\_  
(Authorized Signature)

Attest:  
By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)



Exhibit D  
DCA MINIMUM HMIS REQUIREMENTS

Applies to ESG, HOPWA, and Permanent Supportive Housing Support Services Projects

**Note to Grantee:** DCA requires each grantee to enter prescribed HMIS data into the State of Georgia ClientTrack as a part of its obligation in order to receive funds. Family Violence providers must use the Comparable Database. DCA, and the grantee as it wishes, use the data to monitor project performance and outcomes, and together with data across the state, performance and outcomes state-wide. HUD requires ESG and HOPWA grantees to use the HMIS operated by its Continuum of Care. Executed contract acknowledges agreement with the checked box requirements for all projects funded.

**Security Standards (All users)**

1.  Every computer used to access ClientTrack must have the following requirements:
  - (1.) Installed Java Runtime Environment
  - (2.) Locking screen saver
  - (3.) Virus protection that automatically updates
  - (4.) An individual or network firewall
2.  Agency has a written privacy policy, including the uses and disclosures of information which is posted in the office where clients are seen and provided to clients upon request.  
Active users cannot be clients. Each user must have an individual account.

3.  **HMIS Agency Configuration**

Submit information on Cognito form to CREATE Projects in HMIS:

<https://www.cognitofirms.com/DCA3/agencyandprojectsetupform>

4.  Submit Helpdesk Ticket in ClientTrack to UPDATE Projects in HMIS

**HMIS Data Collection**

5.  Enter Universal Data Elements (Demographics) for ALL Household Members served
6.  Capture Income and Non-Cash Benefits Information for All Adult Household Members over the age of 18 at project ENROLLMENT & DISCHARGE
7.  Capture Special Needs Information for All Household Members (including children & clients with no special needs) at project ENROLLMENT & DISCHARGE
8.  Ensure All Household Members are enrolled into the appropriate project
9.  Enter Service Transactions for services provided during project enrollment on the Head of Household
10.  Enter Referral Service Transactions for referrals provided during project enrollment on the Head of Household
11.  Enter Date of Engagement on the Head of Household when engaged (Outreach Only)
12.  Discharge All Household Members from the project with an accurate exit date (N/A HOPWA)

**Housing Support Standards Data Collection**

13.  Capture Client Goals for Head of Household (In Case Notes)
  - At Intake
  - During Project Enrollment
  - At Discharge
14.  Complete project follow-up 90 days after discharge (Shelter, Hotel Motel Voucher, Outreach, HOPWA)
15.  Complete project follow-up 90 and 180 days after discharge (Homeless Prevention and Rapid Rehousing)

**Reporting**

16.  CAPER – Emergency Solutions Grant (ESG) Export (ESG and HOPWA only)
17.  HUD Data Quality Report - Ensure data completion and data quality
18.  HUD Data Quality Report Detail - Assist in data cleaning and correction

## Exhibit E

### HOMELESS DEFINITION AND RELATED RECORDKEEPING REQUIREMENTS

#### Definition of “Homeless” Individual or Family

##### Category 1

A “**homeless**” individual or family is generally defined as follows:

- a. an individual or family who lacks a fixed, regular, and adequate nighttime residence;
- b. an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- c. a *homeless, as defined above*, individual or family *immediately thereafter* living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government projects for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
- d. an individual who resided in a shelter or place not meant for human habitation [*see a. and b. above*] and who is exiting an institution where he or she ... resided *less than 90-days*;

##### Category 2

An individual or family who—

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government projects for low-income individuals or by charitable organizations, as evidenced by:

- (i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
  - (ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
  - (iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
- (B) has no subsequent residence identified; and
- (C) lacks the resources or support networks needed to obtain other permanent housing.

##### Category 3

Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

- (A) have experienced a long term period without living independently in permanent housing,
- (B) have experienced persistent instability as measured by frequent moves over such period, and
- (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

##### Category 4

Notwithstanding any other provision of this section, any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

Exclusion – Eligible persons do not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

## **Exhibit E**

### **HOMELESS DEFINITION AND RELATED RECORDKEEPING REQUIREMENTS**

#### Definition of “At Risk” Individual or Family

An “at risk” individual or family is generally defined as follows:

##### Category 1

- (1) has *family* income below 30 percent of median income for the geographic area;
- (2) has insufficient resources immediately available to attain housing stability; and
- (3) meets one or more of the following criteria:
  - (i) has moved frequently because of economic reasons;
  - (ii) is living in the home of another because of economic hardship;
  - (iii) has been notified that their right to occupy their current housing or living situation will be terminated;
  - (iv) lives in a hotel or motel;
  - (v) lives in severely overcrowded housing;
  - (vi) is exiting an institution; or
  - (vii) otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness (as defined in the Consolidated Plan for the jurisdiction).

##### Category 2

Such term includes all families with children and youth defined as homeless under other Federal statutes. Note that there are limits on expenses within this category in continuums where homelessness (sheltered and unsheltered) is 1/10 or more of 1% of the total population (reference CPD-12-001).

##### Category 3

This category includes children/youth who qualify as homeless under the Education for Children and Youth project (Section 725(2) of the McKinney-Vento Act) and the parents or guardians of that child/youth if living with him/her.

#### Definition of “Chronically Homeless” Individual or Family

The term ‘chronically homeless’ means, with respect to an individual or family, that the individual or family:

- (1) is currently homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- (2) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year OR on at least 4 separate occasions in the last 3 years; and
- (3) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability [as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)], post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions. A person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered “chronically homeless” if such person met all of the requirements described above prior to entering that facility.

#### Definition of “Homeless Individual with a Disability”

The term ‘homeless individual with a disability’ means an individual who is “homeless,” as otherwise defined herein, and has a disability that meets all four of the following criteria:

- a. is expected to be long-continuing or of indefinite duration;
- b. substantially impedes the individual's ability to live independently;
- c. could be improved by the provision of more suitable housing conditions; and
- d. is either

**Exhibit E**

**HOMELESS DEFINITION AND RELATED RECORDKEEPING REQUIREMENTS**

- (A) a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;
- (B) a developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); OR
- (C) the disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agency for acquired immunodeficiency syndrome.

For all ESG activities besides Homelessness Prevention, only “homeless persons” are eligible to receive benefits. Organizations receiving funds must maintain DCA-prescribed documentation to support benefit to eligible homeless or at-risk (as applicable to homelessness prevention projects) persons.

Homelessness is not a requirement to receive HOPWA services.

	<b>Category 1</b>	Literally Homeless	<ul style="list-style-type: none"> <li>· Written observation by the outreach worker; <u>or</u></li> <li>· Written referral by another housing or service provider; <u>or</u></li> <li>· Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;</li> <li>· For individuals exiting an institution—one of the forms of evidence above <u>and</u>:             <ul style="list-style-type: none"> <li>o discharge paperwork <u>or</u> written/oral referral, <u>or</u></li> <li>o written record of intake worker’s due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution</li> </ul> </li> </ul>
	<b>Category 2</b>	Imminent Risk of Homelessness	<ul style="list-style-type: none"> <li>· A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u></li> <li>· For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u></li> </ul>

## Exhibit E

### HOMELESS DEFINITION AND RELATED RECORDKEEPING REQUIREMENTS

RECORD-KEEPING REQUIREMENTS			<ul style="list-style-type: none"> <li>· A documented and verified oral statement; <u>and</u></li> <li>· Certification that no subsequent residence has been identified; <u>and</u></li> <li>· Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing</li> </ul>
	<b>Category 3</b>	Homeless under other Federal statutes	<ul style="list-style-type: none"> <li>· Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u></li> <li>· Certification of no PH in last 60 days; <u>and</u></li> <li>· 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; <u>and</u></li> <li>· Documentation of special needs <u>or</u> 2 or more barriers</li> </ul>
	<b>Category 4</b>	Fleeing / Attempting to Flee DV	<ul style="list-style-type: none"> <li>· <i>For victim service providers:</i> <ul style="list-style-type: none"> <li>o 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.</li> </ul> </li> <li>· <i>For non-victim service providers:</i> <ul style="list-style-type: none"> <li>o 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. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u></li> <li>o Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u></li> <li>o Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.</li> </ul> </li> </ul>

**Exhibit F**  
**PROGRAM PARTICIPATION AGREEMENT**  
**Statement of Special Conditions**

Grantee:

**Special Conditions**

*Please note that these conditions must be addressed by Grantee in writing to the Office of Homeless and Special Needs Housing, Georgia Department of Community Affairs, 60 Executive Park South NE, Atlanta, Georgia 30329. This information must be submitted when the Agreement is returned within 90 days. If it is not possible to address these conditions within 60 days, please advise DCA in writing upon return of the Agreement and obtain approval from DCA for an extension. Grantee must receive approval of the materials associated with any Special Conditions prior to reimbursement of funds.*

**HMIS Data Quality**

- 1) Data Quality reports from HMIS should be submitted with each reimbursement request.
- 2) Sub-grantees/grantees must enter DCA ESG/ESG-CV eligible participants in Georgia HMIS

**ESG Street Outreach**

If your agency is awarded an ESG Street Outreach grant, the street outreach services should not duplicate PATH outreach services.

**Environmental Review**

Coastal Agencies Only (agencies in one of Georgia's six coastal counties)

- a. You still have to request and receive a new ER from DCA for each TBRA or prevention location before committing funds.
- b. We executed ERs for the hotel-motel locations that agencies informed us of for hotel-motel voucher programs. If you want to fund someone's stay at a hotel or motel that is not covered under these reviews, you will need to request and receive a new ER from DCA for those locations before committing funds.
- c. If you plan to move shelter, administrative office, or any other location covered under your ERs, you must let DCA know in advance so we can complete a new ER.

**Emergency Shelters**

We only completed a higher level ER review for shelters that told us they plan to use ESG monies or money for match to their ESG grant for rents of the building. If you told us "no", but then you decide you do need to use grant money for your rent, you must tell us in advance so that we can do a higher level ER review.

**ESG Targeted Counties**

Sub-grantees must serve the Targeted Counties approved by DCA and the organization.

**DCA Required Forms**

Agencies must use the required DCA ESG forms and these forms must be fully executed and be accessible as part of participants case files.

**Timekeeping (Timesheets)**

- Staff timekeeping records must be maintained for all staff/contractors whose compensation is charged in whole or in part;
- Timekeeping records must account for the total activity of each staff/contractor;
- Must be signed (physical or electronic signature) by the staff/contractor or supervisor having first-hand knowledge;
- Must be prepared at least monthly and must coincide with one or more pay periods.

**Case Notes and Follow up Notes**

- Case notes for each household must be entered in HMIS/DV Comparable Database.
- Follow up notes should be entered and labeled as such in HMIS/DV Comparable Database.

**HMIS Comparable Database**

- 1) Enroll all households in HMIS/DV Comparable Database within 48 hours of intake

**Spending Requirements**

This grantee/sub-grantee **MUST** spend at least 50% of their awarded amount by 6/30/23 and the full amount by 9/30/23. Fifty percent (50%) of the award amount must be submitted to DCA for reimbursement by 6/30/23. **If the 50% requirement is not met, then the remaining grant amount will automatically be considered for de-obligation and deducted from the grantee's total amount of contract award amount.**

**Exhibit G, Grantee:**

Dekalb County Community Development

**ACKNOWLEDGEMENT OF SUBRECIPIENT LANGUAGE ACCESS PLAN REQUIREMENT**

HUD Program(s): Emergency Solutions Grants

Grantee, Dekalb County Community Development, hereby acknowledges and assures that:

- 1) Pursuant to the requirements of Title VI, it will take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DCA. Access to these programs and services will not be impeded as a result of an individual’s inability to speak, read, write or understand English.
- 2) It will conduct an assessment to determine the need for language assistance within its service area. This will be accomplished by conducting a Four-Factor Analysis. After completion of the Four-Factor Analysis, the Grantee will understand the languages spoken by LEP persons in its service area, and can determine how to provide needed language assistance.
- 3) It will prepare a Language Access Plan (LAP) that will include:
  - a. The individual responsible for coordination of LEP compliance (“LAP Coordinator”);
  - b. A training plan on LEP compliance requirements for all staff involved in programs and activities funded by the federal government and awarded by DCA;
  - c. The languages identified from the Four-Factor Analysis;
  - d. A schedule for translating and disseminating vital documents; and
  - e. A policy for updating the Four-Factor Analysis and the LAP.
- 4) It will maintain records regarding its efforts to comply with Title VI LEP obligations.
- 5) It will resolve any findings related to its LEP obligations by taking corrective action and understands that repeated violations may require other appropriate enforcement mechanisms up to and including referral to HUD or repayment of awarded funds.
- 6) It must prepare and provide to DCA within sixty (60) days of notification of award an LAP meeting the requirements of this LAP Acknowledgement.
- 7) It will provide evidence of compliance with its locally adopted LAP as required by DCA.
- 8) It will review and update its Four-Factor Analysis at least every five years.

Grantee designates the following individual as its LAP Coordinator for this Grant Year:

Name	Telephone	Email

This Acknowledgement is effective during this Grant Year and is incorporated as part of the Participation Agreement between GHFA and the Grantee.

The undersigned certifies on behalf of the Grantee that he/she has been authorized to sign this Acknowledgement, and that the Grantee will comply with the Acknowledgement listed above:

Submitted on behalf of the Grantee:

By \_\_\_\_\_  
(Authorized Signature)

Attest:  
By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

## EXHIBIT I - ESG SPECIAL WAIVERS

### **AUTHORITY**

HUD, under its authority to make waiver determinations for all Community Planning and Development (“CPD”) formula programs in accordance with 24 CFR 5.110 and 24 CFR 91.600 has provided for special waivers in response to the 2020 Coronavirus Pandemic and National Emergency.

The following waivers apply to the Emergency Solutions Grants (“ESG”) program. All waivers have been applied for by the Department of Community Affairs (“DCA”) for use by the Grantee. Grantee may begin using the waivers according to the following schedule. **Waivers 1 - 3** are available for Grantee’s use as of **April 8, 2020**, and are taken directly from the HUD MEMO issued by John Gibbs, Assistant Secretary, Acting, D regarding the “Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19.” **Waiver 4** was initially available for Grantee’s use on April 8, 2020. On **May 22, 2020** it was extended for an additional three (3) months. The extension is taken directly from the May 22, 2020 HUD MEMO regarding the “Availability of Additional Waivers for Community Planning and Development (CPD) Grant Programs to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19.”

### **WAIVERS**

#### **EMERGENCY SOLUTIONS GRANTS PROGRAM**

##### **1. HMIS Lead Activities**

**Requirement:** ESG funds may be used to pay the costs of managing and operating the HMIS, provided that the ESG recipient is the HMIS Lead.

**Citation:** 24 CFR 576.107(a)(2)

**Explanation:** To enable ESG-funded projects to participate in HMIS as required by section 416(f) of the McKinney-Vento Homeless Assistance Act, 24 CFR 576.107(a)(2) authorizes the use of ESG funds for managing and operating the HMIS (e.g., hosting and maintaining HMIS software or data, upgrading, customizing, and enhancing the HMIS), only where the ESG recipient is the HMIS Lead, as designated by the CoC.

**Justification:** Waiving the rule as specified below would allow more recipients to use ESG funding to upgrade or enhance the HMIS as needed to incorporate ESG program data related to COVID-19.

**Applicability:** The condition that the recipient must be the HMIS Lead to pay costs under 24 CFR 576.102(a)(2) is waived to the extent necessary to allow any recipient to use ESG funds to pay costs of upgrading or enhancing its local HMIS to incorporate data on ESG Program participants and ESG activities related to COVID-19. This waiver is in effect for 6-months beginning on the date of this memorandum.



## **2. Re-evaluations for Homelessness Prevention Assistance**

**Requirement:** Homelessness prevention assistance is subject to re-evaluation of each program participant's eligibility need for assistance not less than once every 3 months.

**Citation:** 24 CFR 576.401(b)

**Explanation:** The ESG regulations at 24 CFR 576.401(b) requires recipients or subrecipients providing homelessness prevention assistance to re-evaluate the program participant's eligibility, and the types and amounts of assistance the program participant needs not less than once every 3 months.

**Justification:** Waiving re-evaluation requirement for homelessness prevention assistance as specified below is necessary to help program participants remain stable in housing during the economic uncertainty caused by COVID-19.

**Applicability:** The required frequency of re-evaluations for homelessness prevention assistance under section 576.401(b) is waived for up to 2-years beginning on the date of this memorandum, so long as the recipient or subrecipient conducts the required re-evaluations not less than once every 6 months .

## **3. Restriction of Rental Assistance to Units with Rent at or Below FMR**

**Requirement:** Restriction of rental assistance to units with rent at or below FMR.

**Citation:** 24 CFR 576.106(d)(1)

**Explanation:** Under 24 CFR 576.106(d)(1), rental assistance cannot be provided unless the total rent is equal to or less than the FMR established by HUD, as provided under 24 CFR Part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

**Justification:** Quickly moving people into permanent housing is especially critical in preventing the spread of COVID-19. Waiving the limit on rental assistance to rents that are equal to or less than the FMR, established by HUD, will assist recipients and subrecipients in more quickly locating additional units to house individuals and families experiencing homelessness.

**Applicability:** The FMR restriction is waived for any individual or family receiving Rapid Re-housing or Homelessness Prevention assistance who executes a lease for a unit during the 6-month period beginning on the date of this memorandum. The ESG recipient or subrecipient must still ensure that the units in which ESG assistance is provided to these individuals and families meet the rent reasonableness standard.

## **4. Housing Stability Case Management**

**Requirement:** Program participants receiving homelessness prevention or rapid re-housing assistance must meet with a case manager not less than once per month, unless certain statutory prohibitions apply.

**Citation:** 24 CFR 576.401(e)

**Explanation:** Under 24 CFR 576.401(e), the recipients or subrecipients must require program participants to meet with a case manager not less than once per month to assist them in ensuring long-term housing stability, unless the Violence Against Women Act of 1994 or Family Violence Prevention and Services Act prohibits the recipient or subrecipient from making its shelter or housing conditional on the participant's acceptance of services. As provided by the CARES Act, people experiencing homelessness cannot be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services funded with ESG grants provided under the CARES Act. Accordingly, 24 CFR 576.401(e) does not apply to the extent the assistance is provided with CARES Act funding to people who qualified as homeless at the start of that assistance.

**Justification:** HUD originally waived this requirement for 2-months on March 31, 2020. Recipients are continuing to report limited staff capacity as staff members are home for a variety of reasons related to COVID-19 (e.g., quarantining, children home from school, working elsewhere in the community to manage the COVID-19 response). In addition, not all program participants have capacity to meet via phone or internet. Waiving the monthly case management requirement as specified below will allow recipients to provide case management on an as needed basis and reduce the possible spread and harm of COVID-19.

**Applicability:** This waiver is in effect for an additional three months beginning on the date of this memorandum.

### **Budget Guidance for Additional ESG-CV Eligible Activities effective 10/1/2020**

The following are allowable activities uniquely authorized in response to COVID-19 under the ESG-CV grants. For each of these activities, you will be required to provide a description of what was provided through the specific activity, including how you used these services to address COVID-19 response and recovery and why you believe it was necessary for your crisis response effort.

1. Handwashing Stations and Portable Bathrooms- Funds may be used to install and maintain handwashing stations and bathrooms in outdoor locations for people experiencing unsheltered homelessness.
2. Volunteer Incentives-Funds may be used to provide reasonable incentives to volunteers who have been and are currently helping to provide necessary street outreach, emergency shelter, essential services and housing relocation and stabilization services during the coronavirus outbreak.
3. Landlord Incentives- Funds may be used to pay for landlord incentives for up to three times the rent charged for the unit, including signing bonuses, security deposits, repairing damages incurred by program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit, and cost of extra cleaning or maintenance.
4. Hazard Pay- Funds may be used for Hazard/Overtime pay. Outlined policies for hazard and overtime pay should be in the agencies employee handbook and budget. Agencies should have documentation of the communicated policies to all eligible employees.
5. Training-Funds may be used for training on infectious disease prevention and mitigation for staff working directly to prevent, prepare for and respond to coronavirus among persons who are homeless or at risk of homelessness.

## **Exhibit Z, Contract Specifications ESG, HOPWA, PSH Support Services, and PSH Harm Reduction Agreements**

### **SECTION 1. GEORGIA HOUSING AND FINANCE AUTHORITY**

A) The Georgia Housing and Finance Authority (GHFA), a legal entity whose programs are administered by the Georgia Department of Community Affairs (DCA), will reimburse the Grantee for eligible expenditures associated with the Agreement, subject to all program rules, regulations and contract conditions. These rules are set forth, in part, on the DCA web site at applicable pages:

For Emergency Solutions Grants (ESG):

<https://dca.ga.gov/safe-affordable-housing/homeless-special-needs-housing/emergency-solutions-grants>

For Housing Opportunities for Persons with AIDS (HOPWA):

<https://dca.ga.gov/safe-affordable-housing/homeless-special-needs-housing/housing-opportunities-persons-aids-hopwa>

For PSH Support Services & S+PSH Harm Reduction:

<https://dca.ga.gov/housing/homeless-special-needs-housing/shelter-plus-care>

B) DCA, or its designated representatives, will monitor the Grantee's participation in the program to ensure compliance with this Agreement and all pertinent program regulations, particularly those promulgated by HUD at 24 CFR Part 576 for ESG programs, or as applicable, the regulations as promulgated by HUD at 24 CFR, Part 574 for HOPWA programs, each of which may be amended from time to time. Monitoring activities shall include, but not be limited to, site visits to the Grantee or desk audits of information supplied by the Grantee. Site visits will require full access by DCA staff or representatives to all locations operated by the Grantee or its subcontractors.

C) DCA may apply any or all of the following sanctions to the Grantee, as appropriate, if DCA determines that the Grantee is out of compliance with any program rule, regulation or contract condition.

- (1) Issue a warning letter that further failure to comply with such requirements will result in a more serious sanction;
- (2) Place restricted conditions on future reimbursements;
- (3) Require that some or the entire grant amount be repaid to DCA;
- (4) Reduce the grant amount; or
- (5) Suspend the Grantee from participation in all DCA-administered programs until appropriate actions are taken to ensure future compliance.

D) DCA will notify the Grantee of any deficiencies in reimbursement request documentation within ten (10) business days after receipt of the request and, as a goal, make funds available through electronic transfer to the Grantee within twenty-five (25) business days after receipt of a properly documented request. Other factors including, but not limited to, delinquency of data submission to DCA necessary for the preparation of DCA's annual performance report to HUD, insufficient levels of data quality as applicable, by the Grantee, set-up issues within DCA and HUD payment systems, or other issues beyond the control of DCA, may extend the period for transfer of funds to thirty (30) days or more if deficiencies remain uncured by the Grantee. DCA will not process reimbursement requests if the reimbursement request is deficient, and/or if DCA has determined that the Grantee is not in full compliance with any program rule, regulation, contract condition, or terms of other agreements between the Grantee and DCA.

E) The award of federal ESG and HOPWA funds is conditioned upon DCA's entry into an agreement with the U.S. Department of Housing and Urban Development (HUD) to receive these funds. As of July 1, 2018, FFY 2018 ESG and HOPWA funding (used to make State FY 2019 awards) has not been received from HUD. While this Agreement shall be retroactive to July 1, 2018, the Department shall not be responsible for any cost incurred by Grantee until funds are available. In the event that these funds are not received from HUD, or if HUD funding conditions differ from previous awards, any Grantee expenditures for approved activities shall be the sole responsibility of Grantee. DCA will not make any funding reimbursements for eligible activities and costs until execution of an agreement with HUD.

### **SECTION 2. THE GRANTEE**

A) The Grantee agrees to use funds covered under this Agreement only for activities approved by DCA set forth in **Exhibit A** and in compliance with the program regulations referenced in Section 1 and other requirements outlined in this Exhibit Z, as the same may be amended from time to time.

The Grantee also agrees to comply with each and every applicable law, ordinance, code, order, rule, requirement or regulation of federal, state, county, and city governments, and/or any political subdivision thereof and/or DCA, GHFA, any agency, commission, board, or local building and safety official, and will obtain, or has obtained, the necessary building certificates, licenses and other permits required for operation, rehabilitation, renovation, or conversion.

B) The Grantee agrees to incur all eligible costs under this Agreement during the period specified and to provide DCA with documentation for the reimbursement of those eligible costs prior to the deadline stated in the Agreement. Grantees are required to submit at least one reimbursement request for each program on a quarterly basis and failure to comply with this requirement may result in reduction of the award for the affected program. DCA reserves the right to require that no more than one reimbursement request be submitted for each activity in any 30-day period. Only DCA-issued Reimbursement Request Forms will be used to request reimbursement. While back-up documents may be requested, it is not required as accompanying documentation for each reimbursement request. Each

request must include complete information for each expense. Incomplete requests may be returned by DCA.

C) The Grantee agrees that if program funds are received for operating expenses of a housing facility, housing for eligible persons will be provided at this location, or another location, for a period of not less than one (1) year, unless otherwise stated in the Application. The daily hours of operation and the period of the year during which the housing is made available to the targeted population will be as stated in the Application for Financial Assistance, which is incorporated herein by reference. If DCA reimburses for facility repair or renovations, the above referenced "period" shall be three (3) years if such costs exceed \$3,000.

D) For ESG funded programs, the Grantee agrees to involve homeless individuals and families, to the maximum extent practicable, in the operation of housing or services, through employment, volunteer service, rehabilitation, and maintenance activities. Also for ESG programs, the Grantee agrees to secure participation of not less than one homeless person or formerly homeless person to serve on the Board of Directors or other equivalent policy-making entity or provide for the consultation and formal participation of such individuals in the consideration and making of organizational policy decisions. See 24 CFR 576.405.

E) For non-profit organizations, the Grantee warrants that it is a duly organized, private, nonprofit corporation in good standing under the laws of Georgia, that it has the power and has taken all necessary action to authorize it to execute, deliver and perform this Agreement, and that the individual executing this Agreement has been authorized by said Grantee to execute this Agreement. The Grantee agrees to execute and comply with the Certification for Contracts and Grants attached hereto and incorporated herein by this reference.

F) Faith-based and religious organizations may not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(1) Organizations that are religious or faith-based are eligible on the same basis as any other non-profit organization. These organizations may not engage in inherently religious activities, such as worship, religious instruction or proselytization as a part of programs or services funded under the ESG, HOPWA, or PSH programs. If an organization conducts such activities, the activities must be offered separately in time or location from the programs or services funded under the ESG and HOPWA programs. Participation in these programs must be voluntary for clients.

(2) Faith-based or religious organizations will retain their independence from Federal, State and local governments, and may carry out their missions, including the definition, practice and expression of religious beliefs, provided that no funds authorized under this Agreement are used to support any inherently religious activities, such as worship, instruction or proselytization. Organizations may use space in their facilities to provide ESG, HOPWA, or PSH services without removing religious art, icons, scriptures or other religious symbols. Organizations may also retain authority over internal governance, including terms in organization name, selection of board members on a religious basis, and religious references in mission statements and other governing documents.

G) The Grantee will not use funds authorized under this Agreement for those prohibited purposes specified in the Certifications.

H) The Grantee will collect data on a daily basis on formats prescribed by DCA on all beneficiaries of activities funded under this Agreement, and will submit reports summarizing activity performance and participation statistics, in any format and interval prescribed by DCA. The Grantee acknowledges that DCA may withhold funds, deobligate funds, or terminate this Agreement if Grantee fails to meet reporting deadlines specified by DCA.

I) The Grantee will retain all records, files and other documents relating to the activities covered by this Agreement for terms consistent with Federal law or regulation. Grantee will note that such regulations may differ between ESG, HOPWA, PSH, HMIS, and SHP programs. Note that ESG record retention requirements are five years pursuant to 24 CFR Part 576.

J) The Grantee will grant DCA, HUD, and any authorized representatives or agents of these entities, access to all financial and programmatic records related to the activities covered by this Agreement.

K) Grantee is subject to the provisions of Georgia Open Records and Open Meetings Acts. While the Grantor will exercise due diligence to prevent the disclosure of protected information, many of the records created are subject to disclosure under the Georgia Open Records Act and the Grantee expressly consents to such disclosure. The Grantee agrees to hold harmless the State Housing Trust Fund for the Homeless Commission, the Georgia Housing and Finance Authority, and the Georgia Department of Community Affairs against all losses, costs, damages, expenses, and liability of any nature or kind (including but not limited to attorney's fees, litigation and court costs) directly or indirectly resulting from or arising out of the release of any information pertaining to the Applicant's submission of an Application and implementation of any activities as a result of funding under this Agreement, pursuant to a request under the Georgia Open Records Act.

L) For ESG & HOPWA funded programs, Grantee certifies that it will not charge clients for housing at a rate to exceed 30% of adjusted family income, in accordance with current regulations for the HUD Housing Choice Voucher Program (formerly known as the HUD Section 8 program), as it is amended from time to time by HUD. Housing charges to clients may be used to operate the program, or may be reserved (in whole or in part) to assist residents in shelter to move to permanent housing. Residents may also be charged "reasonable", as determined by DCA, "fees" for services, provided that there are not adequate sources of funding received by the Grantee for that service. All housing and fees charged should be "reasonable", as determined by DCA, enough to allow clients the opportunity to save sufficient funds during their transition to assist (in whole or in part) with their progression to independent housing. Organizations exceeding this standard are subject to corrective measures imposed by DCA. Failure to comply with this standard may result in the loss of funding.

M) Grantees are required to participate in trainings and/or webinars recommended and approved by DCA. Topics may include but are not limited to HMIS, rapid re-housing, housing first case management, grant administration, and program design and implementation. Any failure to participate in required trainings will reflect negatively in future DCA application processes.

N) Grantees operating programs for which they are responsible for increasing household income and access to mainstream benefits must utilize the Georgia Common Point of Access to Social Services (COMPASS) to assess eligibility and apply for Temporary Assistance for Needy Families, Food Stamps, Medicaid, and Child Care and Parent Services. The COMPASS system can

be accessed at <https://gateway.ga.gov/access/> .

- O) Grantees are responsible for providing complete and accurate end of year reporting in formats specified by DCA and failure to comply with this requirement may result in the withholding of funds awarded in this or subsequent grant years.
- P) Grantees cannot use funds received from DCA for the drug or alcohol testing of program participants.
- Q) If **Exhibit A** includes information on counties targeted for each program, Grantee agrees to serve all targeted counties.
- R) Equipment purchased with funding through this grant must be reported at the end of the grant period to include; vendor, description, useful life, serial number, manufacturer, cost, and physical location. A review of the equipment will be conducted during periodic on-site monitoring visits. Disposal or loss of equipment must be reported to DCA and all records maintained in accordance with the 5-year retention policy. Reference 24CFR 84.34 (Part 84 is the uniform Administrative Requirements for Grants) – Definitions - Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- S) Grantee certifies that it will not use funds received through this Agreement to place persons currently in the state's custody (to include DFCS, GDC, etc.)
- T) For ESG funded programs, Grantee must document the provision of match in its ESG program equal to 100% of the grant amount, or the match amount identified in the application, whichever is higher. For special ESG initiatives with reduced matching requirements, as described in the applicable application guidelines, the Grantee must document the provision of match in such program equal to the amount specified in the application guidelines, or the match amount identified in the application, whichever is higher. The requirements for matching ESG funds are described in section 576.201 of the ESG regulations, and the requirements for documenting matching contributions are described in section 576.500(o). In general, federal, state, local, or private funds may be used to satisfy the requirement that the Grantee provides matching contributions to ESG as long as the following conditions are met:
  - (1) The matching funds are contributed to the ESG program and expended for the Grantee's allowable ESG costs;
  - (2) The matching funds must be used in accordance with all requirements that apply to ESG grant funds, except for the expenditure limits in 24 CFR 576.100, AND if the matching funds are from another federal program, they must ALSO be used in accordance with that program's requirements;
  - (3) The matching contributions must be provided after the date that HUD signs the grant agreement for the ESG funds being matched;
  - (4) The matching funds are expended by the expenditure deadline that applies to the ESG funds being matched;
  - (5) The matching funds have not been and will not be used to match any other Federal program's funds nor any other ESG grant;
  - (6) The Grantee does not use ESG funds to meet the other Federal program's matching requirements; and
  - (7) The Grantee keeps records of the source and use of the matching funds, including the particular fiscal year ESG grant for which the matching contribution is counted.

### SECTION 3. GENERAL PROVISIONS

- A) This contract shall not be valid unless the special conditions listed in **Exhibit F** have been met to DCA's satisfaction, at DCA's sole discretion.
- B) DCA and the Grantee agree to comply with the following requirements:
  - (1) The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100, as the same may be amended from time to time; Executive Order 11063 and implementing regulations at 24 CFR Part 107, as the same may be amended from time to time; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d – 2000d-4a) and implementing regulations issued at 24 CFR Part 1, as the same may be amended from time to time;
  - (2) Emergency shelters must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR Part 35 and 36; where applicable.
  - (3) A displaced person must be provided relocation assistance at the levels described in, and in accordance with, the Uniform Relocation Act (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24, as the same may be amended from time to time. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601 et seq.). Whenever possible, minority persons shall be given reasonable opportunities to relocate to comparable and suitable 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). As required by Section 504 of the Rehabilitation Act (29 U.S.C. 794) and 49 CFR Part 24, replacement dwellings must also contain the accessibility features needed by displaced persons with disabilities. And the Relocation and Acquisition provisions set forth in 24 CFR 576.59, as the same may be amended from time to time;
  - (4) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, as the same may be amended from time to time, and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), implementing regulations at 24 CFR Part 8 (for the purposes of this Program, the term "dwelling units" shall include sleeping accommodations), as the same may be amended from time to time, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101) and implementing regulations at 28 CFR 35 and 36, as applicable and as the same may be amended from time to time;
  - (5) The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Part 60, as the same may be amended from time to time;
  - (6) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity

requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c). Grantees must implement programs in accordance with DCA's Section 3 Policy for Covered HUD Funded Activities, as may be amended from time to time. Additionally, Grantees should check ESG regulation and further guidance as it may become available on the HUD Exchange website <https://www.hudexchange.info> as information may be amended from time to time;

(7) The requirements of Executive Orders 11625, 12432, and 12138 which require that an effort be made to encourage the use of minority and women's business enterprises in connection with the project for which Program funds have been awarded;

(8) The requirement that the project for which funds authorized under this Agreement have been awarded hereunder make known that use of the facility and services is available to all on a nondiscriminatory basis; regardless of race, color, national origin, religion, age, sex, familial status, or disability;

(9) The audit, financial, organizational and/or reporting requirements of both the State of Georgia, including O.C.G.A. § 50-20-1 et seq., and the federal government, including 2 CFR Part 200. See Section 8 below;

(10) The requirements of the Drug Free Workplace Act of 1988 and the implementing regulations in 24 CFR Part 24, subpart F, as the same may be amended from time to time;

(14) Conflict of Interest provisions set forth in O.C.G.A. 45-10-20 et seq. and 24 CFR Part 576, as the same may be amended from time to time, and the Use of Debarred, Suspended or Ineligible Contractors provisions set forth in 24 CFR Part 576, as the same may be amended from time to time;

(15) The Environmental Review provisions set forth in 24 CFR Part 58, as the same may be amended from time. Grantees may not commit funds to an activity until the Grantee has been notified by DCA that an Environmental Review pursuant to 24 CFR 58 has been completed and approved;

(16) The applicable requirements of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations in 24 CFR Part 35, as the same may be amended from time to time, and the Lead Based Paint provisions set forth in 24 CFR Part 576, as the same may be amended from time to time;

(17) The requirements of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access to Housing) Final Rule effective March 5, 2012;

(18) The requirements of the Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs (Equal Access in Accordance with Gender Identity) Final Rule effective October 21, 2016;

(19) The requirements of DCA's Language Access Plan in order to ensure meaningful access to persons with Limited English Proficiency (LEP persons) to its programs. The Grantee must take steps in accordance with DCA's Language Access Plan to encourage the participation of LEP persons in services provided by the Grantee, as acknowledged in Exhibit G. Grantees should refer to DCA's Language Access Plan for appropriate guidance and amendments: <https://dca.ga.gov/fairhousing>

(20) The provisions of HB 87 The Illegal Immigration Reform and Enforcement Act of 2011, including Contractor Affidavit under O.C.G.A. 13-10-91(b)(1) and Subcontractor Affidavit under O.C.G.A. 13-10-91(b)(3), as either may be amended from time to time; and,

(21) The provisions of OCGA 50-36-1, Verification of Lawful Presence, as the same may be amended from time to time;

(22) The Violence Against Women Act (VAWA) Reauthorization of 2013, to include the prohibition against denial or termination of assistance based on the fact the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR part 5, subpart L, and the program specific regulations in parts 574, 576 and 578. If the Grantee determines eligibility for or administers rental assistance, the Grantee is also expected to satisfy additional VAWA regulatory requirements to include, but not limited to, providing a notification and certification to recipients of rental assistance at specified times, adopting an emergency transfer plan applicable to its program, and protecting confidentiality pursuant to the requirements in 24 CFR part 5, subpart L.

C) Any contracts entered into by the Grantee are the sole and exclusive obligation of the Grantee, and neither GHFA nor DCA accepts any responsibility or obligation for payment of any contractors or material men or other such payees.

D) This Agreement is intended solely for the mutual benefit of DCA and GHFA and there is no intention, express or otherwise, to create any rights or interests for any party other than DCA and GHFA.

E) The Grantee will be acting as an independent contractor and not as an agent of DCA or GHFA. The Grantee shall be solely responsible for procuring and providing all personnel, facilities and services necessary to perform all obligations under this Agreement.

F) The Grantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, DCA, GHFA, their officers, agents and employees from any and all claims, demands, losses, costs or expenses for any loss (through theft or otherwise) or damage caused by, growing out of, or happening in connection with, the performance of this Agreement or the operation of the project for which Program funds have been awarded hereunder. The Grantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, DCA, GHFA, their officers, agents and employees, from any and all claims, demands, losses, costs or expenses for any injury to persons, including deaths caused by, growing out of or happening in connection with the performance of this Agreement: (a) suffered by any person admitted to the project for which program funds have been awarded upon the express or implied solicitation, invitation, permission or subcontract of the Grantee and (b) suffered by any person as a result of the act or omission of the Grantee.

G) Time is of the essence of this Agreement.

H) This Agreement is to be interpreted and construed according to the laws of the State of Georgia.

I) The paragraphs of this Agreement are severable. In the event that any part or portion of this Agreement is, for any reason,



set aside or found unlawful, those lawful parts or portions shall continue in full force and effect.

J) Neither failure nor delay on the part of DCA or the Grantee to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege hereunder preclude any other or further exercise thereof of any right, power or privilege.

K) This Agreement constitutes the entire Agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No modification of this Agreement shall be binding unless both parties have executed a written amendment to this Agreement.

L) This Agreement may be terminated for any reason at the convenience of DCA upon written notice to the Grantee. At such time DCA's obligations under this agreement will cease. The Grantee, however, shall provide additional documentation as deemed necessary by DCA to satisfy State and Federal compliance, including reporting requirements.

M) Grantee may not assign its rights and obligations arising out of this Agreement without DCA's prior written consent.

N) The Federal Funding Accountability and Transparency Act of 2006 requires sub-recipients (Grantees) receiving ESG funds to register with Dun and Bradstreet (D&B) to obtain a DUNS number and complete or renew their registration in the System for Award Management Registration (SAM). To find information on how to obtain a DUNS number and register in SAM, go to <https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html> and <http://www.governmentcontractorregistration.org/register-now.html>. Completing these registration processes is free but may take up to ten (10) days to complete. A DUNS number and confirmation that the Grantee is active in SAM are required as part of the payment processing information.

O) Grantee certifies that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

#### **SECTION 4. SPECIAL PROVISIONS: HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**

A) Grantees receiving ESG and/or HOPWA funds must adhere to **Exhibit D** and develop processes to comply with HMIS policy for all projects funded under this Agreement and comply with DCA policy, as updated from time to time. DCA's policy and implementation guidelines are published at <https://dca.ga.gov/safe-affordable-housing/homeless-special-needs-housing/homeless-management-information-system-hmis>.

B) HMIS compliance will be monitored by DCA on a regular basis through reports from the ClientTrack system. Grantee authorizes DCA access to HMIS information for purposes of compliance, analysis and reporting. Similar data compliance will be monitored by DCA on a regular basis through submission of reports such as but not limited to the HUD Annual Performance Report (APR) report. Failure to fully comply with the HMIS policy could result in withholding of funds.

C) Domestic Violence Agencies must use the HMIS comparable database designated by DCA to track and report the equivalent information. Failure to fully comply with the HMIS policy could result in withholding of funds.

D) ESG and HOPWA Programs will be expected to maintain a level of accuracy on data maintained in the Client Track system at or below five (5) percent. The only exception will be the street outreach projects which is set at fifteen (15) percent.

#### **SECTION 5. SPECIAL PROVISIONS: ESG PROGRAMS**

A) Grantees receiving ESG funds must develop processes to comply with the Housing Support Standards as established by DCA, unless a specific program is granted a written waiver of exemption. Compliance also includes compliance with the performance measurement process set forth in the Standards. The Housing Support Standards are published on the DCA website at: [https://dca.ga.gov/sites/default/files/housing\\_support\\_standards.pdf](https://dca.ga.gov/sites/default/files/housing_support_standards.pdf). DCA regularly monitors compliance with the Housing Support Standards through reports from the ClientTrack System and through on-site monitoring visits. Failure to fully comply with the Housing Support Standards policy could result in withholding of funds.

B) The ESG program interim rule, at 24 CFR 576.403 establishes minimum standards for safety, sanitation, and privacy in emergency shelter programs funded with ESG funds, and minimum habitability standards for permanent housing funded under the Rapid Re-Housing and Homelessness Prevention components of the ESG program. All emergency shelters and transitional housing activities must comply with the standards in 24 CFR 576.403(b). All rapid rehousing and prevention activities must comply with the standards in 24 CFR 576.403(c).

#### **SECTION 6. SPECIAL PROVISIONS: HOPWA PROGRAMS**

A) Grantee will operate all activities funded under this Agreement in compliance with all applicable Federal requirements set forth at 24 CFR Part 574, Subpart G, as the same may be amended from time to time;

B) The Grantee warrants that: (1) The Grantee will itself provide, or will enter into a written agreement with another service organization to provide, the required supportive services to persons living with HIV/AIDS receiving assistance under this Agreement, as set forth at 24 CFR 574.310(a); and (2) Adequate funding has been received, or can reasonably be expected to be received, to enable the Grantee to provide the required supportive services; and (3) The Grantee, or the contracted service organization, is qualified to provide the required supportive services;

C) Grantee will provide persons assisted with housing under this Agreement with appropriate referrals to care providers when their medical needs exceed what can be provided by the Grantee under this Agreement;

D) Grantee will not use funds authorized under this Agreement to pay for health care services to the extent that such services have been paid, or could reasonably be expected to be paid, by a State compensation program, an insurance policy, a Federal or State health benefits program, or a prepaid health services entity;

E) Grantee will take all practical steps to ensure that housing units occupied by persons assisted under this Agreement are maintained in accordance with the housing quality standards set forth at 24 CFR 574.310(b), as the same may be amended from time

to time;

- F) Grantees receiving HOPWA resources under this Agreement will ensure that housing and services will exclusively benefit eligible persons with HIV/AIDS or related diseases for the minimum period set forth at 24 CFR 574.310(c);
- G) Grantee will ensure that the rent payments, including utilities, made by residents of housing units assisted under this Agreement are calculated in conformance with the resident rent formula set forth at 24 CFR 574.310(d), as the same may be amended from time to time;
- H) Grantee has established, and will consistently implement, a reasonable grace period of not more than one year during which a family member (who is living with a person with HIV/AIDS at the time of that person's death) may remain in that housing unit after the death of the persons living with HIV/AIDS, and the Grantee will ensure that this grace period will be disclosed to the family member on or before the date of death of the person with HIV/AIDS;
- I) Grantee has adopted, and will consistently implement, formal procedures to ensure that decisions involving termination of benefits to individuals assisted under this Agreement will be made in accordance with the procedures set forth at 24 CFR 574.310 (e), as the same may be amended from time to time;
- J) Grantee will ensure that rental assistance payments provided under this Agreement, if authorized, do not exceed the maximum amount set forth at 24 CFR 574.320, as the same may be amended from time to time;
- K) Grantee will ensure that short-term supportive housing assistance payments provided under this Agreement, if authorized, do not exceed the maximum amount set forth at 24 CFR 574.330, as the same may be amended from time to time;
- L) Grantee will ensure that the housing and services provided under this Agreement are operated as part of a cooperative and coordinated effort of all public and private entities engaged in the provision of services to persons living with HIV/AIDS within the local government jurisdiction of the Grantee;
- M) Grantee will ensure the strict confidentiality of the names of all persons receiving benefits under the Agreement, and shall not divulge such names unless required by law or the participant has executed, in advance, a specific written authorization approving the release of his or her name;
- N) Grantee will comply with HUD program management directives (e.g. CPD Notices) related to the HOPWA program; and,
- O) Grantee will ensure that at least one employee working to support the HOPWA program has completed and obtained a certificate of completion of HOPWA Financial Management Online Training.

## **SECTION 7. FINANCIAL REPORTING/AUDIT REQUIREMENTS**

Relations with Nonprofit Contractors at O.C.G.A. §50-20-1 et seq. states that *“The intent of this chapter is to provide auditing and reporting requirements for nonprofit organizations which provide services and facilities to the state, to ensure the financial accountability of nonprofit contractors, and to develop adequate information concerning nonprofit contractors. The General Assembly finds that the state has a right and a duty to monitor nonprofit organizations which contract with the state to ensure that their activities are in the public interest and to ensure that public funds are used for proper purposes.”*

According to the State law, “nonprofit organization” means *“any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve, or expand its operations. The term nonprofit organization includes nonprofit institutions of higher education and hospitals. For financial reporting purposes, guidelines issued by the American Institute of Certified Public Accountants should be followed in determining nonprofit status.”*

As a result and among other requirements, DCA must obtain minimum organizational and financial information from nonprofit organizations to establish the viability of the nonprofit organization and to report award and funding amounts to the State Department of Audits.

Nonprofit organizations must make appropriate reports to the state auditor and to each state agency from which it received funds for each fiscal year within 180 days from the close of the nonprofit organization’s fiscal year. Appropriate financial statements must be submitted to –

Georgia Department of Audits and Accounts  
Non-Profit and Local Government Audits Division  
270 Washington Street SW, Suite 1-156  
Atlanta, GA 30334-8400 and

Georgia Department of Community Affairs  
Office of Homeless and Special Needs Housing  
60 Executive Park South, NE Atlanta, GA 30329

For the purposes of this requirement, DCA receives this submission at the time of application for resources.

Reporting formats vary based upon the amount of “state funds” received by nonprofit organizations during the organization’s fiscal year.

This law also sets forth responsibilities of the state auditor and state agencies in the event of non-compliance. Copies of the law and associated guidance are available upon request by calling David Whisnant of DCA at (404) 679-0660. For further compliance information, nonprofit applicants are encouraged to first contact their own internal auditors. Additional information may be obtained from: Georgia Department of Audits and Accounts, Non-Profit and Local Government Audits Division, 270 Washington Street SW, Suite 1-156, Atlanta, GA 30334-8400. Contact Mr. Russel Clarke; phone 404-656-2006, Email: [clarkedr@audits.ga.gov](mailto:clarkedr@audits.ga.gov).

## **SECTION 8. CERTIFICATIONS**

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



- A) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of any 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.
- B) 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 Form to Report Lobbying" in accordance with its instructions.
- C) The Grantee shall require that the language provided in Section 9A and Section 9B be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- D) Grantee certifies that for new or replaced energy-consuming products, the Grantee will purchase only Energy Star labeled products for use in its programs, unless the Grantee finds and documents that such products are not reasonably available. HUD and DCA promotes the undertaking of activities that prolongs the use of energy efficient residences for low-income persons.