

**INCLUSIONARY HOUSING PLAN SUMMARY**

**Harford House Redevelopment**

**PRESENTED AT TBD Inclusionary Housing Meeting**

**Project Information**

Project Location – 1517 E North Ave

Neighborhood – Oliver

Date Building Permit Application Submitted – 9/5/2025

Date Inclusionary Housing Plan Received – 10/7/2025

Date 45 Day Review Period Concludes – 12/15/2025

Does Project Qualify for Inclusionary Units: \_\_\_\_\_ Yes  No

**Exemption Information**

Explanation if No:

\_\_\_\_\_ Project is fewer than 20 units

\_\_\_\_\_ Total construction/renovation costs are less than \$60,000 per unit

\_\_\_\_\_ The project is not located on land that the City sold for the project

\_\_\_\_\_ The owner is not requesting any subsidies, tax credits, grants or other City Subsidies

Project is an

Affordable Housing Project

\_\_\_\_\_ Fraternity or sorority houses, as defined in § 1-306(p) of the Zoning Code

\_\_\_\_\_ Residential-care facilities, as defined in § 1-312(p) of the Zoning Code

\_\_\_\_\_ Residential project that is designed for, marketed to, and leased to students enrolled in accredited educational institutions located in Baltimore City, also known as “student housing”. (Ord. 07- 474; Ord. 24- 308).

## Inclusionary Unit Information

If Inclusionary Units are required:

Total number of units

Total number of penthouse units

Total number of units used to determine Inclusionary Housing requirements

10% Inclusionary Requirement -

5% of units available to households earning 50% of area median income

5% of units available to households earning 60% of AMI

Inclusionary Unit Breakdown

Anticipated Occupancy      Anticipated Leasing Starts

## Affirmative Marketing Summary:

### Other Comments

The planned redevelopment would reconfigure the space from 26 SROs into 33 efficiency units for those who experience chronic homelessness, has an agreement with Mayor's Office of Homelessness Services attached to the plan.

### DHCD Recommendation

The Project is not required to produce inclusionary units.

# Inclusionary Housing Plan

## Appendix A in Inclusionary Guidelines

Section 2B-22 of Ordinance 24-308, Inclusionary Housing for Baltimore City requires that developers who are required to make inclusionary units available submit this Inclusionary Housing Plan at the time an application for a building permit is submitted.

Building permit applications that fail to include this form will not be reviewed. No building permit application will be released without an approved Inclusionary Housing Plan. Inclusionary Housing Plans can only be submitted prior to receiving a building permit.

Additional information about the City's Inclusionary Housing requirements can be found : [22-0195 Completed Ordinance 24-308 \(6\).pdf](#)

More information regarding Affirmative Marketing can be found in the program guidelines found here: [Inclusionary Housing | Baltimore City Department of Housing & Community Development](#)

### General Project Information

Section	Question
NAME OF PROJECT	<b>Development Name</b> Harford House Redevelopment
	<b>Marketing Name (if different)</b> Harford House
	<b>Apartment or House Name (if applicable)</b> n/a
PROPERTY OWNER	<b>Name of Company</b> Harford House Limited Partnership
	<b>Contact Name</b> Nichole Battle, Secretary of Harford House LP
	<b>Contact Title/Role</b> Secretary/Developer and Owner
	<b>Contact Email</b> nbattle@gedco.org
	<b>Contact Phone</b> 443-470-6869

	<p><b>Mailing Address</b> 401 Woodbourne Avenue, Baltimore, MD 21212</p>
PROJECT INFORMATION	<p><b>Legal Address</b> 1517 E. North Avenue, Baltimore, MD 21213</p>
	<p><b>Street Known-As Address</b> (if applicable) n/a</p>
	<p><b>Zoning District</b> OR-1/R-MU</p>
	<p><b>Description</b> (must include list of amenities and services that will be available, description of neighborhood)</p> <p>The planned redevelopment would reconfigure the space from 26 SROs into 33 Efficiency units with kitchenettes and bathrooms in each unit. The building will be made ADA accessible with a ground-level entrance and newly constructed elevator at the front of the building, a ground-level entrance at the rear of the building, and 3 ADA accessible units (15% of total units). Residents will have access to the following amenities:</p> <ul style="list-style-type: none"> <li>• an on-site fitness center</li> <li>• laundry facilities</li> <li>• Computer and career lab</li> <li>• multi-purpose room and lounge</li> <li>• outdoor rear deck with south-facing views of the city skyline</li> <li>• There will be five on-site offices for GEDCO’s staff, who provide around-the-clock care for the Harford House residents.</li> </ul> <p>The building will upgrade its existing sprinkler system and will convert from radiated heat to mini-split cassettes in each room to allow residents to control their climates. The building will be built to Baltimore’s green building standards, and the building will make use of low-energy and low-flow fixtures and appliances. The building’s roof will be replaced, and new structural supports will be built in the basement to carry the loads of a new 2nd and 3rd floor bump out addition.</p> <p>The average square footage of the Efficiency units is 233 sf, with the smallest unit at 187 sf, and the largest unit at 354 sf.</p>
<p><b>Exemptions</b> (Exempt projects must complete</p>	<p><b>My Project is exempt from the requirement of an Inclusionary Housing Plan because it is one of the following:</b></p>

<p><b>Exhibit A – Acknowledgement and Certification and provide documentation of exemption)</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Dormitories, as defined in § 1-305(g) of the Zoning Code;</li> <li><input type="checkbox"/> Fraternity or sorority houses, as defined in § 1-306(p) of the Zoning Code;</li> <li><input type="checkbox"/> Residential-care facilities, as defined in § 1-312(p) of the Zoning Code; or</li> <li><input type="checkbox"/> Residential project that is designed for, marketed to, and leased to students enrolled in accredited educational institutions located in Baltimore City, also known as “student housing”. (Ord. 07- 474; Ord. 24-308.</li> </ul>
<p><b>SUBSIDY INFORMATION</b></p> <p>Includes all subsidies applied for (including those not yet awarded) and intended to be applied for</p>	<p><b>I am currently or contemplating requesting the following for this project</b> (Select all that apply):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Grants or loans that equal or exceed 15% of total projected project costs</li> <li><input type="checkbox"/> Payment in Lieu of Taxes (PILOT) (not affordable housing)</li> <li><input type="checkbox"/> Tax Increment Financing (TIF)</li>   <li><input type="checkbox"/> Sale or transfer of City-owned land substantially below its appraised value. Please include a copy of a Land Disposition Agreement, appraisal or other document establishing the below value purchase price</li>   <li><input type="checkbox"/> <b>Tax Credit(s) please identify</b> (please attach a separate sheet if there are more than 3):</li> </ul> <hr/> <hr/> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Affordable Housing Projects</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Please attach the total number of units, breakdown by AMI, and a list of all sources. <b>(see attached sources and AMI)</b></li> <li><input type="checkbox"/> Please indicate if you are planning to request or have a received an Affordable Housing PILOT and provide a copy of the application, underwriting memo and/or approval.</li> </ul> </li>   <li><input type="checkbox"/> I am not applying for any of the following (please note that if you check this box you cannot apply for any additional tax credits or subsidies related to this project in the future)</li> </ul>

<b>UNIT INFORMATION</b>  ONLY FOR AFFORDABLE HOUSING PROJECTS receiving the LIHTC, please attach your Mix Tab from the 202 Application.	<b>Total Number of Units in the Project:</b>  Not receiving LIHTCs
	<b>Total Number of Penthouse Units in the Project:</b>
	<b>Total Number of Eligible Units</b> ( <i>Total Units – Total Penthouse Units</i> ):
	<b>Required Number of Inclusionary Units</b> (10% of Total Number of Eligible Units):
	<b>Required Number of Units Available to Very Low Income Households</b> (50% of Area Median Income):
	<b>Required Number of Units Available to Low Income Households</b> (60% of Area Median Income):
	<b>Cost Per Unit:</b>
<b>UNIT AVAILABILITY</b>	Please complete Exhibit C. Unit Information
<b>CONTRACTED COMPANIES: PROPERTY MANAGEMENT</b>  Not required for Tax Credit/Affordable Housing Properties	<b>Name of Company</b> GHEM Community Management, LLC
	<b>Contact Name</b> Tracey Harris Peters
	<b>Contact Title/Role</b> GHEM Community Manager
	<b>Contact Email</b> tharrispeters@ghemcommunity.org
	<b>Contact Phone</b> 667-207-0052
	<b>Leasing Agent Name</b> n/a
	<b>Leasing Agent Email</b> n/a
	<b>Leasing Agent Phone</b> n/a

<b>CONTRACTED COMPANIES: TENANT SELECTION (optional)</b>  Not required for Tax Credit/Affordable Housing Properties	<b>Name of Company</b> Mayor's Office of Homeless Services
	<b>Contact Name</b> Angela Haskins- Hill
	<b>Contact Title/Role</b> Coordinated Access Manager
	<b>Contact Email</b> Angel.haskins-hill@baltimorecity.org
	<b>Contact Phone</b> 443-202-7591
<b>BUILDING PERMIT APPLICATION INFORMATION</b> (to be verified by DHCD)	<b>Permit Application Number</b> BCCM-25-003148
	<b>Date Submitted</b> September 5, 2025
	<b>Date Building Permit Approved for Issuance</b> TBD
	<b>Building Permit Number</b> TBD

### Proposed Project Schedule

Status	Start Date	Completion Date
Pre-Development	9/1/2020	12/1/2025
Financing	12/1/2020	3/1/2026
Permitting	9/1/2025	12/1/2025
Construction	3/1/2026	2/1/2027
Use and Occupancy Permit	2/1/2027	3/1/2027
Marketing	2/1/2027	4/1/2027
Leasing	3/1/2027	7/1/2027
Occupancy	5/1/2027	7/1/2027

## Required Exhibits

**ALL EXHIBITS MUST BE COMPLETE PRIOR TO SUBMITTING THIS INCLUSIONARY HOUSING PLAN. INCOMPLETE PLANS WILL BE NOT REVIEWED AND COULD DELAY THE ISSUANCE OF A BUILDING PERMIT.**

Check if attached	Exhibits	Type	DHCD Staff Only
<input checked="" type="checkbox"/>	A	Acknowledgement and Certification	<input type="checkbox"/>
<input checked="" type="checkbox"/>	B	Unit Information	<input type="checkbox"/>
<input type="checkbox"/>	C	Site Plan	<input type="checkbox"/>
<input type="checkbox"/>	D	Front Elevation or Block Face	<input type="checkbox"/>
<input type="checkbox"/>	E	Residential Floor Plans	<input type="checkbox"/>
<input type="checkbox"/>	F	Affirmative Marketing Plan	<input type="checkbox"/>
<input type="checkbox"/>	G	Declaration of Affordability	<input type="checkbox"/>

**Check Below If Applicable, all submitted documentation will be subject to review by the City. \***

- Affordable Housing Projects – Attach Unit Mix Information included in 202 Application submitted to the State.
- Exempt Categories – Attach documentation that shows project meets exemption category.
- Meets 4 requirements
  - Include 20 or more units
  - Does NOT receive a major public subsidy OR Benefit from Significant land use authorization
  - Newly constructed, substantial rehab or converted from a non-residential housing use; and
  - The cost of construction or conversion exceeds \$60,000 per unit.

\*If you check a box, you must only complete the Inclusionary Housing Plan (Appendix A in the Guidelines) and Exhibit A – Acknowledgement and Certification.

### TO BE COMPLETED BY DHCD

Date Inclusionary Plan Received	10/7/2025
10 Day Initial Review (Business Days)	10/22/2025
45 Day Period (Business Days)	12/15/2025



**EXHIBIT A:**

**Inclusionary Housing Plan Acknowledgement and Certification**

The undersigned hereby certifies that they understand the information being requested by this form and the importance of such to the validity of any building permit and that post-permit issuance revisions to the construction plans that change the number of dwelling units to be constructed on the Project property, the net residential area, or that materially affects the design/unit comparability standards in the City’s Inclusionary Housing Law will require the submission of an updated Inclusionary Housing Plan.

The undersigned understands that failure to indicate the subsidy(ies) that the undersigned is receiving or contemplating receiving for the project may lead to ineligibility to apply for a tax credit or subsidy following the approval of a building permit for the project.

The information provided to the City of Baltimore in this Inclusionary Housing Plan is true and accurate and the undersigned has the authority to bind any corporate entity identified as Property Owner herein and understands that this form will be considered binding on all successors and assigns of Property Owner with respect to the Project property. The undersigned further understands and agrees that the provision of any false or inaccurate information shall render the building permit and all other City approvals null and void.

*Michael Battle*  
Property Owner Signature - HARFORD HOUSE LIMITED PARTSHP

10.6.2025  
Date

MICHAEL BATTLE, SECRETARY  
Printed Name and Title

HARFORD HOUSE RENOVATION  
Project Name





## DHCD Compliance and Checklist

FOR USE BY DHCD STAFF ONLY

ITEM	DHCD APPROVAL		COMMENTS
	Date	Program Manager Initials	
Date Plan Received			
<b>INITIAL THRESHOLD REVIEW</b>			
<b>Project Information</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Subsidy Information</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Unit Information</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Unit Availability</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Contracted Companies</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Proposed Project Schedule</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Exhibit A. Acknowledgement and Certification</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete	10/22/2025	SaF	
<b>Exhibit B. Declaration of Covenants</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete			N/A



BALTIMORE CITY  
DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

ITEM	Date	Program Manager Initials	COMMENTS
<b>Exhibit C. Unit Information</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete			N/A
<b>Exhibit D. Site Plan</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete			N/A
<b>Exhibit E. Front Elevation or Block Face</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete			N/A
<b>Exhibit F. Residential Floor Plans</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete			N/A
<b>Exhibit G. Affirmative Marketing Plan</b> <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete			N/A
<b>INCLUSIONARY HOUSING BOARD</b>			
<b>Project Summary Completed</b>	10/22/2025	<i>S&amp;F</i>	
<b>Date Presented to the Board</b>			TBD
<b>APPROVALS</b>			
<b>Date of Approval</b>	10/22/2025	<i>S&amp;F</i>	
<b>Date of Approval Provided to Property Owner</b>	10/22/2025	<i>S&amp;F</i>	
<b>Date of Approved Plan Provided to Department of Finance</b>			N/A
<b>Date of Approved Plan Provided to Permits Division</b>	10/22/2025	<i>S&amp;F</i>	



**TO:** Board of Estimates, Office of Comptroller

**FROM:** AGC4381 - M-R Office of Homeless Services

**DATE:** 08/08/2025

**Submission #:** SB-25-12306

**SUBJECT:** Provider Agreement - Govans Ecumenical Development Corporation

### **ACTION REQUESTED OF BOARD OF ESTIMATES:**

The Board is requested to approve a Provider Agreement with Govans Ecumenical Development Corporation.

**PERIOD OF CONTRACT/AGREEMENT:** 06/01/2025 to 05/31/2026

### **AMOUNT AND SOURCE OF FUNDS:**

Transaction Amount: \$ 104,006.50

Project Fund	Amount
4000-CCA000618-SC630351	\$ 104,006.50

### **BACKGROUND/EXPLANATION:**

This agreement retroactively started on June 1, 2025.

The City has received a U.S. Department of Housing and Urban Development (HUD) grant to undertake the Continuum of Care (CoC) Program. As a sub-recipient, Govans Ecumenical Development Corporation will provide supportive services to fifty-nine (59) individuals and/or families experiencing homelessness in the City of Baltimore. The Provider will offer service(s) under their Harford and Micah House Program. GRT002564.

The City, by and through the Department, engaged the Provider to provide, and the Provider began performance of, certain services more particularly described in the agreement. Acknowledging and affirming the term set forth in the agreement has started, but not ended prior to the date of this submission, the Department requests that the Board approve the agreement in order to memorialize the relationship between the Parties and to enter into a written agreement governing the services provided by the Provider and the payment for such services by the City.

EMPLOY  
BALTIMORE:

LIVING WAGE:

LOCAL HIRING:

PREVAILING  
WAGE:

N/A

N/A

N/A

N/A

1% FOR PUBLIC ART:

N/A.

**ENDORSEMENTS:**

Finance (BBMR) has reviewed and approved for funds.

Law has reviewed and approved for form and legal sufficiency

SMBA&D has reviewed and approved.

CCR has reviewed and has no objection to BOE approval

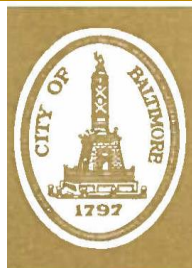


Clerk, Board of Estimates

08-06-2025

# CITY OF BALTIMORE

Brandon M. Scott, Mayor



## Mayor's Office of Homeless Services

Ernestina Simmons, Executive Director  
7 E. Redwood Street, 5<sup>th</sup> Floor  
Baltimore, MD 21202

Date: April 14, 2025

Nichole Battle  
410 Woodbourne Ave  
Baltimore, MD 21218  
[nbattle@gedco.org](mailto:nbattle@gedco.org)

Subject: FY 2024 Continuum of Care Program Fund Conditional Award Notice  
Project: **GEDCO- Supportive Housing Harford House & Micah House**  
Grant PIN: **MD0038L3B012417**

Dear Ms. Battle,

We are pleased to inform you that U.S. Department of Housing and Urban Development (HUD) has released the competitive funding notice that establishes funding for the City of Baltimore through the FY 2024 Continuum of Care Program Competition. Your proposal for the above stated project will receive a conditional award totaling **\$104,006.50 over a one-year grant term (June 1, 2025- May 31, 2026).**

**Please note that all awards are conditional and subject to change after the Mayor's Office of Homeless Services (MOHS) receives the grant inventory worksheet from HUD along with final, executed grant agreements.** We are providing a conditional budget below:

<b>Conditional Budget:</b>	
Leasing	\$0.00
Rental Assistance	<b>\$0.00</b>
Support Services	<b>\$99,279.00</b>
Operating Costs	\$0.00
HMIS	\$0.00
Subrecipient Admin*	<b>\$4,727.50</b>
<b>Total*</b>	<b>\$104,006.50</b>

*\*Amount is subject to change upon receipt of Grant Inventory Worksheet from HUD*

This conditional award is pending approval by HUD and requires a match in the amount of **\$27,183.50**. The CoC Program requires a twenty-five (25) percent match of the awarded grant amount minus any funds for leasing. Cash or in-kind resources will satisfy the match requirement. Please use the appropriate match template attached to submit your match commitment documentation. You may review the HUD guidance on CoC match if you have any questions: <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-match/coc-match-overview/>

Additionally, in order to expedite the contracting process, we are requesting you submit an updated budget using the attached template using the conditional budget above.

**Please submit your match documentation on your agency's letterhead and provide an updated budget by April 22, 2025 to: Latoya Johnson-Carter, Contracts Administrator, at [Latoya.JohnsonCarter@baltimorecity.gov](mailto:Latoya.JohnsonCarter@baltimorecity.gov).**

Thank you for your partnership as we work to prevent and end homelessness in Baltimore City. We look forward to working with you.

Sincerely,  
Ernestina Simmons  
Executive Director

Attachments provided in email:

Excel Budget Template

Cash Match Template

In-Kind Match Template

In-Kind Service Match Memorandum of Understanding Template

---

CITY OF BALTIMORE

BRANDON M. SCOTT,  
Mayor



---

March 19, 2023

**VIA ELECTRONIC MAIL ONLY**

Latoya Johnson-Carter  
Mayor's Office of Homeless Services  
7 E. Redwood Street, 5th Floor  
Baltimore, MD 21202  
[Latoya.JohnsonCarter@baltimorecity.gov](mailto:Latoya.JohnsonCarter@baltimorecity.gov)

**Re: Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) Goals Inapplicable to MOHS State & Federal Funded Contracts**

Dear Ms. Johnson-Carter:

As you know, MOHS has a large number of contracts that pass-through Federal and State grant funding for local nonprofits. The Minority and Women's Business Opportunity Office (MWBOO) pursues expanding contract opportunities among MBE/WBEs pursuant to Baltimore City Charter Code Article 5 Subtitle 28. MWBOO's ability to set MBE/WBE participation goals is limited by Code to contracts receiving some fiscal assistance from the City. MOHS contracts are Federal and/or State funded MBE/WBE, thus participation goals are inapplicable. All MOHS Federal and/or State funded contracts do not require MWBOO review and are ineligible for the setting of MBE/WBE contract participation goals.

Please contact MWBOO to allow us to review any MOHS contracts that are City funded for potential MBE/WBE participation. We appreciate you reaching out for clarity and thank you for your efforts to seek participation on City funded contracts. Please feel free to contact me with any questions or concerns.

Regards,

A handwritten signature in black ink that reads "Christopher R. Lundy".

Christopher R. Lundy, Esq.  
Chief, Minority & Women's Business  
Opportunity Office ([MWBOO](#))  
Baltimore City Department of Law  
100 N. Holliday Street Suite 101

Baltimore, MD 21202

[christopher.lundy@baltimorecity.gov](mailto:christopher.lundy@baltimorecity.gov)

**PROVIDER AGREEMENT  
BY AND BETWEEN  
MAYOR AND CITY COUNCIL OF BALTIMORE  
AND  
GOVANS ECUMENICAL DEVELOPMENT CORPORATION 08-06-2025**

**THIS AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_\_, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the **MAYOR’S OFFICE OF HOMELESS SERVICES** (the “City”) and **GOVANS ECUMENICAL DEVELOPMENT CORPORATION**, a non-profit 501(c)(3) public charity and nonstock corporation incorporated, registered, and in good standing in the State of Maryland (the “Provider”).

**RECITALS**

**WHEREAS**, the City has received a U.S. Department of Housing and Urban Development (“HUD”) grant authorized by Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act, to undertake the Continuum of Care Program (“CoC”); and

**WHEREAS**, the purpose of the CoC program is to promote community-wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments, to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families and optimize self-sufficiency among individuals and families experiencing homelessness; and

**WHEREAS**, in accordance with the requirements of applicable CoC regulations, the City desires to utilize a portion of the abovementioned grant funds to provide housing and/or supportive services for the City; and

**WHEREAS**, the Provider is qualified to render such services; and

**WHEREAS**, the City hereby wishes to engage the services of the Provider, and the Provider has agreed to provide the services described herein to the City; and

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. PURPOSE:**

**1.1.** The purpose of this Agreement is for the Provider to provide **supportive services to fifty-nine (59) individuals and/or families** experiencing homelessness in the City of Baltimore. The Provider will offer service(s) under their Harford and Micah House Program (the “Project”).

**2. SCOPE OF SERVICES:**

**2.1.** Consistent with the purpose of the Agreement as stated in Section 1, the Provider shall provide services in accordance with Section 6 of this Agreement.

**2.2.** The Provider shall comply with all the terms expressed in 24 CFR Part 578, Continuum of Care Program Regulations and 24 CFR Part 84– Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations incorporated herein by reference. The Provider shall, generally, provide services to eligible persons, as defined at Section 24 CFR 576.2, living in the City of Baltimore.

**2.3.** As part of this Agreement, the Provider agrees to:

**2.3.1.** Use funds under the terms of this Agreement to provide supportive services as described in Section 6, and in accordance with the budget contained in **Exhibit A**, attached hereto and made part of this Agreement.

**2.3.2.** Have a stated anti-discrimination policy.

**2.3.3.** Stay aware of updates and changes to and comply with the City’s Action Plan on Homelessness.

**2.3.4.** Evidence sound financial and program management.

**2.3.5.** Maintain a daily/monthly case record for each client who is a recipient of services. Statistical information gathered from the client forms shall be used as the basis for monthly financial and activity reports.

**2.3.6.** Give written notification of the right to, and verbal notification of the procedure for initiating a grievance procedure or appeal for a fair hearing, to each applicant of program services, develop a grievance procedure in case of a disputed decision and send a summary of the outcome of any dispute to the Mayor’s Office of Homeless Services.

**2.3.7.** Review client eligibility at least every month or whenever a change occurs in the client’s circumstances.

**2.3.8.** Refrain from asking clients to turn over their individual Food Stamps for use by the shelter to purchase food unless specific authorization is obtained from the State.

**2.4. Client Policies**

**2.4.1.** The Provider may terminate assistance under this Agreement to a client who violates program requirements. The Provider shall have in place a procedure which governs the termination and grievance procedure. The Provider shall give written notification of the right to, and verbal notification of the procedure for initiating a grievance procedure in case of a disputed decision and send a summary of the outcome of any dispute to the Mayor's Office of Homeless Services.

**2.4.2.** The Provider must, to the extent practicable, involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining and operating its program.

**2.4.3.** The Provider shall develop a written policy on the services offered to homeless families and/or individuals. This policy should be applied consistently to all individuals and/or families, and may include the number of times individuals and/or families can apply for services during a year, the maximum number of days provided in a shelter/motel, a statement on client compliance with a written case plan, and a description of how to obtain an extension or a waiver from the policy requirements.

**3. PROFESSIONAL RESPONSIBILITY:**

**3.1.** The Provider shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

**3.2.** The Provider warrants that it is authorized by law to engage in the performance of the services of this Agreement. The Provider warrants that it has secured all required licenses and certifications to provide services under this Agreement.

**3.3. Notification of Debarment.**

**3.3.1.** The Provider must notify the City in writing, within ten (10) calendar days after receiving notification of any federal or State debarment from receiving federal or State funds. The Provider must further notify the City if the Provider or any of the Provider's employees or subcontractors are placed on a federal or State debarment exclusion list. The Provider's notice shall include the identification number(s) of each affected agreement.

**4. TERM:**

**4.1.** Upon approval by the Board of Estimates of Baltimore City (the "Board"), the term (the "Term") of this Agreement will retroactively commence on June 1, 2025, and will terminate on May 31, 2026, unless terminated earlier in accordance with this Agreement.

**5. COMPENSATION:**

**5.1. Reimbursement.**

**5.1.1.** The Provider shall provide the services agreed to in this Agreement as identified in Section 2, Scope of Services, for a total cost (including fees and expenses) not to exceed **ONE HUNDRED FOUR THOUSAND, SIX DOLLARS AND FIFTY CENTS (\$104,006.50)**. Payment is conditioned on availability of funds as approved by HUD and the Board of Estimates (“Board”). The Provider shall be reimbursed per the budget in **Exhibit A**. The Provider agrees that all expenditures are to be made in accordance with the terms and conditions of the funding source identified in **Exhibit C**, attached hereto and made a part of this Agreement.

**5.1.2.** In the event the budget requires revision, the budget may be reviewed by the Mayor’s Office of Homeless Services upon written request from the Provider, except that no revision shall be made in the total amount of funds provided under this Agreement. Line item or eligible activity expenditures may not exceed the contracted amount. If expenditures exceed the contracted line item or eligible activity category, the City may withhold reimbursement for those expenditures until a budget revision is approved by the City.

**5.1.3.** Payment in excess of the amount set forth above will not be made unless there is a mutually agreed upon change in the Scope of Services which requires an increase in the total Project cost. Such an increase in the total Project cost will only occur through a written amendment to this Agreement, which is approved by the parties and the Board.

**5.2. Payment.**

**5.2.1.** The Provider shall submit invoices monthly to the City for work performed under this Agreement by using the Monthly Expenditure Report (see **Exhibit B**), which is attached hereto and made a part of this Agreement. Payment is conditioned on the Mayor’s Office of Homeless Services reviewing and verifying that the Report is for services already rendered pursuant to this Agreement. The Provider expressly agrees that funds to be provided herein shall be fully applied to the purposes set forth in accordance with said attached budget. The payment request must be electronically submitted in addition to a signed hard copy by the eighth (8th) of each month following the report month. The Provider will be reimbursed for allowed expenses with supporting documentation.

**5.2.2.** The City shall make its best efforts to pay the Provider for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the Provider. Under no circumstances shall the City be required to pay any interest or additional charges of any kind whatsoever.

**6. HUD REQUIREMENTS:**

**6.1.** HUD may impose conditions upon the funding and during the term of the Agreement. The Provider shall comply with all conditions of the award imposed by HUD or thereafter implemented

by HUD. Failure to comply may result in termination of funding. Conditions, if applicable, shall be communicated during the term of the Agreement by the Mayor's Office of Homeless Services. In addition, The Provider has the responsibility of keeping itself abreast of HUD regulations and interpretations.

**6.2.** The Provider shall operate the program, described in Section 2, in accordance with the rules and guidelines listed herein and all requirements of the CoC grant program as set forth at 24 CFR Part 578, and Code of Federal Regulations 24 Part 84 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations (24 CFR Part 84). Exclusion of any direct reference to specific regulations does not exempt the Provider from understanding and adhering to all relevant regulations attached to this funding. The Provider may find relevant and specific guidance for the following areas:

**6.2.1.** Conflicts of interest (24 CFR 578.95) – The Provider shall document and ensure that no organizational or individual conflicts of interests exist.

**6.3.** Unearned payments under this Agreement may be suspended or terminated upon the Provider's refusal to accept any additional conditions that may be imposed by HUD at any time, or if the grant including this Project is suspended or terminated.

**6.4.** The Provider agrees that the services provided under the terms of this Agreement will be free of any religious influence and be made available to all people regardless of religion, race, sex, color, handicap and/or national origin.

**6.5.** The Provider agrees that the services provided under the terms of this Agreement will be free of any religious influence and be made available to all people regardless of religion, race, sex, color, handicap and/or national origin.

**6.6.** The Provider agrees to adhere to Section 6002 of the Solid Waste Disposal Act as required by federal regulations.

**6.7.** The Provider agrees to remain compliant with 24 CFR 578.23(c)(4)

**6.7.1.** To maintain the confidentiality of records pertaining to any individual or family that was provided violence prevention or treatment services through the project [CoC Program Grant Agreement; 24 CFR 578.23(c)(4)(i)]

**6.7.2.** The address or location of any family violence project assistance was not made public, except with express written authorization of the person responsible for the operation of such project. [CoC Program Grant Agreement; 24 CFR 578.23(c)(4)(ii)]

**6.7.3.** Establish policies and procedures that are consistent with, and did not restrict, the exercise of rights provided Subtitle B of the Title VII Act and other laws relating to

the provision of education related services to individuals and families experiencing homelessness; [CoC Program Grant Agreement; 24 CFR 578.23(c)(4)(iii)]

**6.7.4.** In the case of projects that provide housing or services to families, that the subrecipients designated a staff person to be responsible for ensuring that children were served in the program were enrolled in Scholl and connected to appropriate services in the community, including early childhood programs such as Head Start, part of C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of the title VII of the Act, [CoC Program Grant Agreement; 24 CFR 578.23(c)(4)(iv)]

**6.7.5.** The subrecipients, their officers, and employees were not debarred or suspended from doing business with the Federal Government; and [CoC Program Grant Agreement; 24 CFR 578.23(c)(4)(v)]

**6.7.6.** Information such as data and reports were provided as required by HUD; [CoC Program Grant Agreement; 24 CFR 578.23(c)(4)(vi)]

**6.8.** Supportive Services Requirements.

**6.8.1.** This Agreement funds supportive services and housing navigation services to persons who are at-risk of homelessness or are currently homeless (defined as living in a place not meant for human habitation, emergency shelter, or transitional housing) for the purposes of the City’s Coordinated Access System. The Coordinated Access System uses a universal and consistent process to assess, prioritize, and refer individuals to available community resources to prevent and end a homeless episode. These resources include, but are not limited to, eviction prevention, homeless diversion activities (e.g. case management, family mediation, financial counseling), shelter, permanent housing; physical, mental, and substance abuse healthcare; and mainstream services (e.g. legal services, childcare, public benefits, employment assistance). Supportive services designed to meet the needs of the clients must be made available and must be necessary to assist program participants, obtain and maintain housing. All services provided under this Agreement must be delivered in compliance with HUD’s regulations and policy requirements for Coordinated Entry Systems (24 CFR 578.7, and the Mayor’s Office of Homeless Services Coordinated Access System Policies and Procedures.)

**6.8.1.1.** Before any assistance can be provided on behalf of a client, the Provider must ensure that each household’s homeless status meets the basic eligibility for “at risk of homelessness”, “homeless” and/or “chronically homeless” as specified in 24 CFR Parts 91, 578, 582, and 583.

**6.8.1.2.** The Provider must conduct an initial assessment with each eligible household to determine the need for referral to crisis services, provision of homeless prevention resources, or referral for permanent housing.

**6.8.1.3.** The Provider must conduct a full vulnerability assessment and homeless history with each household that meets the definition of “homeless” as specified in 24 CFR Parts 91, 582, and 583.

**6.8.1.4.** For assessed households that are identified by the Mayor’s Office of Homeless Services as prioritized for permanent housing intervention, the Provider will perform housing navigation services that include, but are not limited to, case management, obtaining identification, and verifying income, identifying suitable dwellings, and providing move-in assistance.

**6.8.1.5.** The Provider must only provide services to referred clients from approved locations and/or sources as identified by the Mayor’s Office of Homeless Services Coordinated Access System. The Mayor’s Office of Homeless Services will assign the Provider to provide services to specific clients and/or specific sites.

**6.8.2.** Supportive Service Agreement. The Provider may require the client to take part in additional supportive services that are not disability-related services as a condition of continued participation in the program. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication, which are provided to a person with a disability to address a condition caused by the disability.

**6.9.** Ongoing Assessment of Supportive Services. To the extent practicable, each Project must provide supportive services for clients of the Project and homeless persons using the Project, which may be designed by the Provider. The Provider must conduct an ongoing assessment of the supportive services needed by the clients, the availability of such services, and the coordination of services needed to ensure long-term housing stability and must make adjustments, as appropriate.

**6.10.** Participation of Homeless Individuals.

**6.10.1.** The Provider must provide for the participation of at least one homeless individual, or formerly homeless individual, on the board of directors or other equivalent policymaking entity of the Provider to the extent that such entity considers and makes policies and decisions regarding any Project, supportive services, or assistance provided under this part. If the Provider is unable to meet this requirement, the Provider must obtain HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

**6.10.2.** The Provider must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the Project, and in providing supportive services for the Project.

**6.11. Uses of Assistance.** Funds are available to pay for the eligible costs as, and to the extent listed in **Exhibit F** – Eligible Costs, attached hereto and made a part of this Agreement, when used to:

**6.11.1.** Establish new housing or new facilities to provide supportive services;

**6.11.2.** Expand existing housing and facilities in order to increase the number of homeless persons served;

**6.11.3.** Bring existing housing and facilities into compliance with State and local government health and safety standards, as described in 24 CFR 578.87;

**6.11.4.** Provide supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;

**6.11.5.** Establish and operate an HMIS or comparable database.

**6.12. Multiple purposes.** Structures used to provide housing, supportive housing, supportive services, or as a facility for HMIS activities may also be used for other purposes. However, assistance will be available only in proportion to the use of the structure for supportive housing or supportive services. If eligible and ineligible activities are carried out in separate portions of the same structure or in separate structures, grant funds may not be used to pay for more than the actual cost of acquisition, construction, or rehabilitation of the portion of the structure or structures used for eligible activities. If eligible and ineligible activities are carried out in the same structure, the costs will be prorated based on the amount of time that the space is used for eligible versus ineligible activities.

**6.13. Matching Funds.**

**6.13.1.** The Provider shall provide matching funds in the amount of **TWENTY-SEVEN THOUSAND, ONE HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$27,183.50)** in either cash or in-kind contributions from other sources, including Provider contributions. The Provider may use funds from any source, including any other federal sources, (excluding CoC program funds), provided that funds are not statutorily prohibited to be used as a match. The Provider must provide back-up documentation for matching contributions as detailed in **Exhibit D**, attached hereto and made a part of this Agreement.

**7. REPORTS:**

7.1. The Provider shall be responsible for providing the following reports under the terms of this Agreement as specified below.

7.2. Monthly Expenditure Report.

7.2.1. The Provider shall be responsible for providing the City with a monthly report, attached as **Exhibit B**, that summarizes, for each month, the use of program funds by the Provider as described in the Scope of Services, Section 2, and in accordance with the approved budget attached as **Exhibit A**.

7.2.2. The Provider shall include documentation to substantiate all administrative costs/fees and indirect costs indicated as an expense in the approved budget attached as **Exhibit A**.

7.3. Monthly Match Report.

7.3.1. The Provider shall be responsible for providing the City with a monthly report summarizing all incurred cash and in-kind match expenditures and shall track and ensure that the Provider meets the Continuum of Care match requirements. The Monthly Match Report is attached as **Exhibit D**.

7.4. Annual Performance Report.

7.4.1. The Provider shall be responsible for submitting an annual report within forty-five (45) days of the end of the period of performance summarizing activities funded via this Agreement.

7.5. Customer Satisfaction Survey:

7.5.1. The Provider shall conduct an annual Customer Satisfaction Survey of the clients and provide to the Program Administrator a sampling of the Customer Satisfaction Survey within thirty (30) days of completion. The Provider shall submit a summary report of all survey findings. The Program Administrator may request the results of all surveys or additional samplings. The Provider shall collaborate with the Program Administrator on the survey methodology, which shall be mutually agreed upon prior to its execution. The survey methodology, at a minimum, shall include sampling, questionnaire content, and data analysis.

7.6. Homeless Management Information System:

7.6.1. The Provider agrees to participate in the City's Client Data Management System, namely, the Homeless Management Information System ("HMIS") network. The Provider shall ensure that client specific data is entered into HMIS within twenty-four (24) hours of each client contact.

**7.6.2.** The Provider shall provide information, such as data and reports as required by HUD

**7.6.3.** The Provider shall submit a complete data set on all program clients served within the timeframe required by HMIS Policies and Procedures. This includes universal, program specific, and local continuum data elements for required report completion. Examples of required activities include completing a program entry assessment, annual assessment, and exit assessment. Client data shall be updated on an interim basis as needed (e.g., change in income, etc.).

**7.6.4.** Clients may not be refused services based solely on their refusal to provide personally identifying information for HMIS. This is not meant to prevent agencies from collecting information required for eligibility screening or other internal Provider requirements.

**7.6.5.** Acknowledging the paramount need for confidential domestic violence programs to protect the safety of survivors of domestic violence, personally identifying information should not be entered into HMIS. Instead, domestic violence programs may use a comparable database certified by the City as meeting all data collection and reporting requirements.

## **8. INSURANCE:**

**8.1.** The Provider shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.

**8.1.1.** Professional Liability, Errors, and Omissions Insurance, at a limit of not less than Three Million Dollars (\$3,000,000) per occurrence, if service delivered pursuant to this Agreement, either directly or indirectly, involves professional services. If coverage is purchased on a “claims made” basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a “Claims Made Basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require professional services.

**8.1.2.** Workers’ Compensation coverage as required by the State of Maryland or other applicable State’s law.

**8.1.3.** Commercial General Liability Insurance, at a limit of not less than Three Million Dollars (\$3,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is

required. Such insurance shall include (a) contractual liability insurance and (b) sexual and/or physical abuse liability coverage.

**8.1.4.** Fidelity Coverage: The Provider shall, at its sole expense, procure and maintain a fidelity bond and or Blanket Commercial Crime or other insurance that provides coverage for Fidelity & Forgery, and Failure of Performance, to insure the City against any and all loss of funds provided hereunder due to misuse, mismanagement, or theft of such funds by the Provider, its officers, employees, agents and volunteers. The fidelity bond shall be in full amount of the grant, to be provided in any signed disbursement under this Agreement. The funds shall be collectable by the City at any time pursuant to this Agreement. The Mayor and City Council of Baltimore shall be designated as an insured party under said fidelity bond and or Loss Payee under Commercial Crime. All losses are to be made payable to and adjusted with the Mayor and City Council of Baltimore.

**8.1.5.** Cyber Liability Insurance, including but not limited to, Network Privacy, Technology, Security, Web-Media Services, Breach Containment, Technology Extortion, and Data Restoration, at a limit of not less than One Million Dollars (\$1,000,000) per occurrence, with an aggregate limit of One Million Dollars (\$1,000,000) is required. If coverage is purchased on a “claims made” basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a “Claims Made Basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.

**8.2.** The Provider’s insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.

**8.3.** To the extent of the Provider’s negligence, the Provider’s insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Provider’s insurance or benefit the Provider in any way.

**8.4.** Required insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days’ notice of cancellation.

**8.5.** Unless otherwise approved by the City, insurance is to be placed with insurers with a Best’s rating of no less than A: VII, or, if not rated with Best’s, with minimum surpluses the equivalent of Best’s surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland.

**8.6.** The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the Provider in connection with this Agreement.

**8.7.** The Provider shall furnish to the City a “Certificate of Insurance”, with a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any time.

**8.8.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance or complete copies as required shall be a default by the Provider under this Agreement.

**8.9.** Notwithstanding anything to the contrary in any applicable insurance policy, the Provider expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.

**9. INDEMNIFICATION:**

**9.1.** The Provider shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys’ fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Provider's representations, warranties, covenants, or agreements under this Agreement; (b) the Provider’s violation or breach of any federal, State, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or unknown; (c) breach of the Provider’s confidential obligations, including data security and privacy obligations; (d) if applicable, any claim that the intellectual property provided by the Provider within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Provider, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or sub consultant agreements.

**9.2.** The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event, shall the Provider settle any such claim, lawsuit or proceeding without City’s prior written approval. In the event of any liability claim against the Provider, its officers, employees and agents, the Provider shall not seek to join the City, its elected/appointed officials, employees, or agents in such action or hold such responsible in any way for legal protection of the Provider.

**9.3.** The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

## **10. TERMINATION:**

**10.1. Termination for Cause:** If the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, provided the Provider has failed to cure such violation within ten (10) days after receiving written notification from the City. The Provider will receive compensation for actual services performed and actual expenses incurred for any approved invoices related to work completed prior to such termination pursuant to the terms of this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to City for damages sustained by the City by any breach of this Agreement.

**10.2. Termination for Convenience:** The City shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the Provider. If this Agreement is so terminated and the Provider shall not have been in default, the Provider will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Provider will not receive any further payments under this Agreement.

**10.3. Appropriations:** The payment of invoices and any amounts due the Provider under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing written notice of intent to terminate to the Provider. The Provider shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

## **11. RETENTION OF RECORDS:**

**11.1.** The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. The Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable, to State and/or federal government authorized representatives. If the Provider should cease to exist, custody of all records related to this Agreement will be transferred to the City.

**11.2.** At a minimum, the Provider must retain the following records in order to be compliant with the terms of this Agreement:

**11.2.1.** Up-to-date client files that include all requirements described in 24 CFR Parts 578.103, 578.87, and 576.409 for monitoring and evaluation purposes;

**11.2.2.** Records of all actions and accurate books of account for all funds received and disbursed, with full documentation to substantiate the transactions;

**11.2.3.** Annual reports summarizing clientele served, and funds expended to date, shall be submitted to the Mayor's Office of Homeless Services for HUD reporting purposes as requested.

**11.3.** The Provider agrees to establish and maintain on a current basis:

**11.3.1.** General Journal;

**11.3.2.** General Ledger;

**11.3.3.** Cash Disbursement Journal;

**11.3.4.** Payroll Register;

**11.3.5.** Time and Attendance Records;

**11.3.6.** Cumulative Leave Records;

**11.3.7.** Maintain accounts receivable, accounts payable and equipment ledgers;

**11.3.8.** Monthly Reconciliation of Bank Accounts;

**11.3.9.** Monthly Reconciliation of Petty Cash Accounts; and

**11.3.10.** Monthly Trial Balance.

**11.4.** The Provider further agrees that:

**11.4.1.** All checks shall be supported by official documentation;

**11.4.2.** All contract expenditures for service shall be supported by approved documentation; and

**11.4.3.** Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

**11.5.** Miscellaneous

**11.5.1.** Upon termination of this Agreement, all finished or unfinished documents, data, surveys, drawings, maps, models, photographs, and reports prepared by the Provider under this Agreement shall, at the option of the City, become City property.

**11.5.2.** If the Provider should cease to exist as an enterprise, custody of these records will be transferred to the Mayor's Office of Homeless Services.

## **12. AUDITS:**

**12.1.** HUD requires each of its providers to have an annual audit at its own (Provider's) expense to coincide with its fiscal year to be performed by an independent audit firm. The Provider must ensure that any independent auditor engaged to perform their Uniform Guidance audit is qualified and meets Generally Accepted Government Auditing Standards (GAGAS) as issued by the Comptroller General of the United States.

**12.1.1.** If the Provider expends \$1,000,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").

**12.1.2.** If the Provider receives less than \$1,000,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.

**12.1.3.** The Provider shall submit an original bound audit report and all management letters in hardcopy and pdf versions to HUD within the nine (9) months after the end of its fiscal year. The Provider shall send the appropriate audit report to the Fiscal Unit of HUD.

**12.1.4.** Irrespective of the amount of the award and of the particular audit requirements, HUD has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the Provider. HUD also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the Provider.

**12.2.** The Provider agrees to comply with funding requirements based on the funding source identified in **Exhibit C**.

**12.3.** The Provider shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state, or federal auditors or their designated representatives, and reviewed by the Provider. The Provider will be billed by the City for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the City may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

**12.4.** Indirect Cost Rate for subaward (which must be an approved Federally recognized indirect cost rate negotiation between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the recipient and the subrecipient (in compliance with 2 CFR part 200), or a de minimis indirect cost rate as defined in 24 CFR 200. 414(f).

### **13. INFRINGEMENT PROTECTIONS:**

**13.1.** The Provider represents and warrants to the City that any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared or used by the Provider in performance of services under this Agreement (the “Property”) do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.

**13.2.** The Provider agrees to defend at its expense any action brought against the City to the extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider’s prior written consent. In no event, shall the Provider agree to any settlements related to this Agreement without first receiving the City’s written consent.

**13.3.** Should the Property become, or in the Provider’s opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

### **14. WORK FOR HIRE:**

**14.1.** To the extent any graphics, images, maps, guides, photos, printed materials, brochures, operating manuals, designs, data, processes, plans, procedures and information prepared by the Provider in performance of services under this Agreement include material subject to copyright protection, such materials have been specifically commissioned by the City and they shall be deemed “work for hire” as such term is defined under U.S. copyright law. The Provider shall secure a “work for hire” agreement on behalf of the City for any subcontractor who provides materials for this Agreement.

**14.2.** To the extent any of the materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, the Provider hereby assigns to the City all right, title, and interest in and to any intellectual property, and the City shall have the right to obtain and hold in its own name any copyrights, registrations, and other proprietary rights which may be available.

**14.3.** In the event this Section is not applicable, the Provider agrees to grant the City a perpetual enterprise license to the materials produced, prepared, generated, or created in accordance with this Agreement.

**15. CONFIDENTIALITY:**

**15.1.** The Provider agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of the City or pursuant to applicable federal, State, or local laws. The provisions of this section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement.

**15.2.** The Provider shall comply with all applicable federal and State confidentiality requirements regarding personal information, including Md. Code Ann., State Gov. §10-1301 et seq.

**15.3.** The Provider shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention treatment services through the project.

**15.4.** The Provider shall not make public the address or location of any family violence project assisted under this part, except with written authorization of the person responsible for the operation of such project

**15.5.** As required under the Maryland Public Information Act, the Provider shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

**15.6.** If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.

**15.7.** The Provider shall comply with all applicable federal and State confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR Parts 160 and 164), as amended; the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. 290dd-2, as implemented at 42 CFR Part 2, as amended; and the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health Gen. § 4-301 et seq., as amended.

**16. PUBLICATION:**

**16.1.** Prior to any advertising, publicity, or promotional materials initiated by the Provider relating to the services under this Agreement, the Provider shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

**17. MODIFICATIONS AND AMENDMENTS:**

**17.1.** All modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

**18. COMPLIANCE WITH LAWS:**

**18.1.** The Provider hereby represents, warrants, covenants, and agrees that:

**18.1.1.** It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

**18.1.2.** The Provider’s name in this Agreement is its full legal name;

**18.1.3.** It has the requisite corporate power (if applicable), authority and legal capacity to enter this Agreement and fulfill its obligations hereunder;

**18.1.4.** The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

**18.2.** The Provider will comply with all federal, State and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

**18.2.1.** There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Provider; and

**18.2.2.** It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

**18.3.** The Provider's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider.

**18.4.** The Provider shall comply with the following federal regulations where applicable:

**18.4.1.** Requirements under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655 and 49 CFR Part 24).

**18.4.2.** Requirements of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4856), and the implementing regulations in 24 CFR Part 35, incorporated herein by reference.

**18.4.3.** Requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 and the reasonable accommodation and rehabilitation accessibility requirements of 504 and the implementing regulations in 24 CFR Part 8, incorporated herein by reference.

**18.4.4.** Executive Order 11246, as amended by Executive Order 11375 and the regulations issued pursuant thereto (41 CFR Chapter 60) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 (u)), and the implementing regulations in 24 CFR Part 135.

**18.4.5.** Requirements of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibits discrimination because of age in projects and activities receiving federal financial assistance.

**18.4.6.** Requirements of the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213).

**18.4.7.** Requirements of the Federal Funding Accountability Transparency Act of 2006 ("FFATA") and the new requirements established by the OMB.

**18.4.8.** Requirement to establish policies and practices that are consistent, with and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relation to the provision of education and related services to individuals and families experiencing homelessness.

**18.4.9.** Projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.

**19. CRIMINAL BACKGROUND CHECKS:**

**19.1.** The Provider covenants and agrees that it and its subcontractors will conduct a criminal background check of all its employees, agents, and volunteers prior to commencing work under this Agreement. All costs of the criminal background check shall be borne by Provider or its subcontractors. As applicable pursuant to Md. Code Ann., Family Law Article, § 5-550 et seq., the Provider and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Provider and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

**20. DISPUTES:**

**20.1.** The City shall, in all cases, determine the amount or quantity, quality, and acceptability of the work and expenses which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Provider thereunder. To prevent disputes and litigation where the Provider is not satisfied with the decision of the City, the Provider shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Provider and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Provider to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

**21. CITY REQUIREMENTS:**

**21.1. Nondiscrimination.**

**21.1.1.** The Provider shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing and provision of services on the grounds of race, color, religion, creed, national origin, sex, sexual orientation, gender identity or expression, familial status, age, or physical or mental handicap, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VII of the Civil Rights Act of 1968, as amended (Public Law 90-284); and Fair Housing Act (42 U.S.C. §§ 3601-3620), and Title 20 of the State Government Article, as amended.

**21.1.2.** The Provider shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. This provision bars discrimination on the abovementioned grounds including but not limited to the following practices: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or other forms or compensation, and selection for training (including apprenticeship). The Provider shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**21.1.3.** The Provider shall not discriminate based on race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Provider shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**21.1.4.** Upon the City's request, and only after the filing of a complaint against the Provider pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Provider agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Provider has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, § 28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Provider for each subcontract or supply contract. The Provider agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions.

**21.2. MBE/WBE.** The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated

by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (See Art. 5, § 28-54, Baltimore City Code)

**21.3. Local Hiring.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law"), and its rules and regulations apply to every contract for more than Three Hundred Thousand Dollars (\$300,000) made by the City, or on its behalf, with any person. The Local Hiring Law also applies to every agreement authorizing assistance valued at more than Five Million Dollars (\$5,000,000) to a City-subsidized Project. Please visit [www.oedworks.com](http://www.oedworks.com) for details on the requirements of the law. If applicable, the Local Hiring Law and the Local Hiring Rules and Regulations shall be incorporated herein by reference.

**21.4. Conflict of Interest.** No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.

**21.5. Unfair Labor Practices.** Notwithstanding any other provisions in the instant Agreement, the Provider shall comply with the terms of the Board of Estimates of Baltimore City Resolution, dated June 29, 1994 (if applicable), which states as follows:

**21.5.1.** Providers, contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and State laws.

**21.5.2.** Providers, contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.

**21.5.3.** If the Board determines that a provider, contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said provider, contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.

**21.6. No Dumping.** The Provider’s violation of any provision of City Health Title 7 {“Waste Control”}, Subtitle 6 {“Prohibited Disposal”}, constitutes a breach of this Agreement; and the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

**21.7. Setoff.** Notwithstanding the above section entitled TERMINATION, the Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Provider, and the City may withhold payments to the Provider of any funds held by the City, under this or any other contract with the Provider, for the purpose of set-off until such time as the exact amount of damages due the City from the Provider is determined. The City and the Mayor’s Office of Homeless Services shall not be subject to or liable for any damage as a result of any such termination.

**21.8. Purchase of Office Equipment.** Purchase of office equipment utilizing funds under the Term of this Agreement more than Five Thousand Dollars (\$5,000.00) will require prior written approval by the Mayor’s Office of Homeless Services. When multiple sources of funds are to be used for the purchase of said equipment, the costs shall be pro-rated based on usage of said equipment by multiple sources of funding. Equipment acquired with funds under the terms of this Agreement (whether by purchase or lease) shall be tagged and detailed record and property cards shall be maintained by the Provider.

**21.9. Reversion of Assets**

**21.9.1.** When the Provider purchases office equipment or other tangible property, as provided for in said budget, said equipment and property shall be titled in the name of Provider. When this Agreement expires, and is not renewed by the City, or terminates either for cause or convenience, title of said equipment and property shall revert to the Mayor and City Council of Baltimore, and the Provider shall have the option to purchase such equipment and property at its depreciated value. Detailed records shall be maintained by the Provider for all purchases of said equipment and property.

**21.9.2.** If the Provider shall dissolve or cease to operate, title to any office equipment and other tangible property and title to any real properties shall be conveyed to another non-profit organization (deemed capable of continuing the effort to attain the stated purposes of the Provider’s Articles of Incorporation) selected by the Provider’s Board of Directors and approved by the City. In the event no such organization is selected by said Board with City approval, title to all said properties will pass to the City for management or further conveyance in accordance with the provisions of 21.9.1.

**21.10. No Guarantee of Future Funding.** The Provider acknowledges that the abovementioned funds subject to this Agreement are being awarded as part of an annual competitive grant process. The receipt of this grant does not imply a commitment on behalf of the Mayor’s Office of Homeless Services or the City to renew funding beyond the terms listed in this Agreement.

**22. STATE REQUIREMENTS:**

**22.1. Political Contribution Disclosure.** The Provider is aware of, and will comply with all applicable provisions of the Md. Code Ann., Election Law Article, §14-101 et seq., “Disclosure by Persons Doing Public Business”, (“Election Law”). The Provider certifies, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law.

**23. MISCELLANEOUS PROVISIONS:**

**23.1. No Waiver.** A party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

**23.2. Severability.** Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.

**23.3. Governance.**

**23.3.1.** This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.

**23.3.2.** The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The Provider hereby irrevocably waives any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.

**23.4. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them. The Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.

**23.5. Agency.** Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

**23.6. Notice.**

**23.6.1.** All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given

(i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

**FOR THE CITY:**

Ernestina Simmons  
Mayor's Office of Homeless Services  
7 E. Redwood St.  
Baltimore, MD 21218  
Ernestina.Simmons@baltimorecity.gov

**FOR THE PROVIDER:**

Nichole Battle  
Govans Ecumenical Development Corporation  
1010 E 33rd St.  
Baltimore, MD 21218  
nbattle@gedco.org

**23.6.2.** All Notices shall be effective upon receipt by the party to which notice is given.

**23.7. Payment to the City.** Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections, Abel Wolman Municipal Building, 200 N. Holliday Street, Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.

**23.8. Non-Hiring of Officials and Employees.** The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.

**23.9. Gender.** Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.

**23.10. Headings.** Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.

**23.11. Multiple Copies.** This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

**23.12. Recitals.** The recitals are hereby incorporated as part of this Agreement.

**23.13. Survival.** The representations, warranties, covenants, promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.

**23.14. Interpretation.** In the event of an ambiguity or question as to the meaning of any provision of this Agreement, or a conflict, or inconsistency between similar terms, conditions, or language between or within this Agreement and the provisions of any exhibit or schedule attached hereto or

any document referred to herein, the interpretation placed thereon by the City shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.

**23.15. Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**23.16. Independent Contractor.**

**23.16.1.** It is agreed by the parties that always and for all purposes hereunder that the Provider is not an employee of the City. No statement contained in this Agreement shall be construed to find the Provider or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.

**23.16.2.** The Provider warrants that individual(s) performing work under this Agreement shall be employee(s) of the Provider for all purposes, including but not limited to unemployment insurance, tax withholdings, workers' compensation coverage as required by applicable federal and State law.

**23.17. Contingent Fee Prohibition.** The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

**23.18. Assignability/Subcontracting.** The Provider shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

**23.19. Further Assurances.** Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement. Furthermore, the Provider agrees to comply with the City's Electronic Communications Policy and will execute the Acknowledgment of Electronic Communications Policy (AM-118-1-1) prior to commencing any work pursuant to this Agreement, if applicable.

**23.20. Force Majeure.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure," which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires,

floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.

**23.21. Entire Agreement.** This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.

**23.22. Null and Void.** Should this Agreement not be approved by the Board, it shall be considered null and void.

**23.23. Pre-existing Regulations.** Any procurement regulations approved by the Board that are in effect on the date of execution of this Agreement are applicable to this Agreement.

**23.24. Exhibits.** All exhibits attached hereto are incorporated into this Agreement.

**[Signature Page Follows]**

The parties hereto have executed this Agreement on the day and year first above written.





EXHIBIT B – EXPENDITURE REPORT

<b>COC FFY24 GEDCO EXPENDITURE REPORT - CONTRACT PENDING</b>						
FFY2024						
PROVIDER:	Govans Ecumenical Development Corporation		CONTRACT PERIOD:	6/1/2025 - 5/31/2026		
	Harford House & Micah House		CONTRACT #	PENDING		
ADDRESS:	1010 E 33rd Street		GRANT #	MD0038L3B012417		
	Baltimore, MD 21218		SUPPLIER ID	1019267		
			REPORT MONTH	(USE CURRENT MONTH)		
CONTACT PERSON:	(NAME AND CONTACT INFO FOR STAFF WHO PREPARED THE REPORT)		FEDERAL ID#	(ENTER TAX ID #)		
			WORKTAGS:	4000-GRT002564-CCA000618-SC630351		
<b>LINE ITEM</b>			<b>CURRENT</b>	<b>PREVIOUS</b>	<b>TOTAL</b>	
	<b>BUDGET</b>		<b>EXPENDITURES</b>	<b>EXPENDITURES</b>	<b>EXPENDITURES</b>	<b>BALANCE</b>
SUPPORTIVE SERVICES						
CASE MANAGEMENT	\$ 66,779.00				\$ -	\$ 66,779.00
MENTAL HEALTH COUNSELING	\$ 12,500.00				\$ -	\$ 12,500.00
SUBSTANCE ABUSE TREATMENT SERVICES	\$ 20,000.00				\$ -	\$ 20,000.00
TOTAL SUPPORTIVE SERVICES	\$ 99,279.00	\$ -	\$ -	\$ -	\$ -	\$ 99,279.00
ADMIN	\$ 4,727.50				\$ -	\$ 4,727.50
TOTAL	\$ 104,006.50	\$ -	\$ -	\$ -	\$ -	\$ 104,006.50
FUNDS RECEIVED TO DATE:			REQUEST FOR PAYMENT		\$ -	
BALANCE UNEXPENDED:		\$ 104,006.50	AMOUNT			
CERTIFIED (ORIGINAL SIGNATURE)						
NAME & TITLE						
				FISCAL APPROVAL		

**FUNDING SOURCE IDENTIFICATION**

Source of Funding: Federal  
Name of Awarding Agency: U.S. Department of Housing and Urban Development (HUD)  
Award Title: Continuum of Care (CoC)  
Award Id. #: MD0038L3B012417  
CFDA Id. #: 14.267  
Term of Award: June 1, 2025 through May 31, 2026  
Award Amount: \$104,006.50  
City Account #: 4000- GRT002564- CCA000618-SC630351

Unique Entity Identification #

1. The Provider acknowledges that the funding of this Agreement is from Federal, State and/or City funds as indicated above. As applicable, the Provider shall comply with the requirements of the funding source, including but not limited to, terms and conditions of the notice of grant award, statutes and regulations, and manuals.
2. As applicable, the Provider shall comply with the assurances and certifications, which are attached hereto and incorporated herein.
3. The Provider agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, State or local statute, ordinance, rule or regulation or by policy announced by the City. However, should the Provider find such additional condition or conditions unacceptable, the Provider may terminate this Agreement upon thirty (30) days written notice

SUMMARY OF MATCH CONTRIBUTIONS			
FY2024			
PROVIDER:	Govans Ecumenical Development Corporation		
PERIOD:	6/1/2025 to 5/31/2026		
CONTRACT #			
ACCOUNT #	4000- GRT002564- CCA000618-SC630351		
	<b>IN KIND</b>	<b>CASH</b>	<b>TOTAL</b>
<b>SUPPORTIVE SERVICES</b>	\$ -	\$ -	\$ -
<b>OPERATIONS</b>	\$ -	\$ -	\$ -
<b>ADMIN</b>	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contract Budget</b>			
Rental Assistance			
Leasing			
Supportive Services	\$ 99,279.00		
Operations			
Admin	\$ 4,727.50		
MOHS Admin	\$ 4,727.50		
<b>Total Match Required</b>	<b>\$ 27,183.50</b>		
<b>Total Match To Date</b>	<b>\$ -</b>		
<b>MATCH CONTRIBUTION REMAINING</b>	<b>\$ 27,183.50</b>		

**At risk of homelessness.**

(1) An individual or family who:

At risk of homelessness. (1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

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

Certification. A written assertion, based on supporting evidence, that must be kept available for inspection by HUD, by the Inspector General of HUD, and by the public. The assertion shall be deemed to be accurate unless HUD determines otherwise, after inspecting the evidence and providing due notice and opportunity for comment.

**Chronically homeless means:**

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Consolidated plan or (“the plan”). The document that is submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula grant programs (e.g., CDBG, ESG, HOME, and HOPWA), that is prepared in accordance with the process described in this part.

Consortium. An organization of geographically contiguous units of general local government that are acting as a single unit of general local government for purposes of the HOME program (see 24 CFR part 92).

Continuum of Care. The group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

Cost burden. The extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data available from the U.S. Census Bureau.

Emergency shelter. Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements.

Extremely low-income family. Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

**Homeless.**

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) 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;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

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

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) 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 (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

**I. Acquisition.**

- A. Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient for use in the provision of housing or supportive services for homeless persons.

**II. Rehabilitation.**

- A. Use. Grant funds may be used to pay up to 100 percent of the cost of rehabilitation of structures to provide housing or supportive services to homeless persons.
- B. Eligible costs. Eligible rehabilitation costs include installing cost-effective energy measures, and bringing an existing structure to State and local government health and safety standards.
- C. Ineligible costs. Grant funds may not be used for rehabilitation of leased property.

**III. New construction.**

- A. Use. Grant funds may be used to:
  - a. Pay up to 100 percent of the cost of new construction, including the building of a new structure or building an addition to an existing structure that increases the floor area by 100 percent or more, and the cost of land associated with that construction, for use as housing.
  - b. If grant funds are used for new construction, the applicant must demonstrate that the costs of new construction are substantially less than the costs of rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs of rehabilitation or new construction may include the cost of real property acquisition.
- B. Ineligible costs. Grant funds may not be used for new construction on leased property.

**IV. Leasing.**

- A. Use.
  - a. Where the recipient is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to 3 years. Leasing funds may not be used to lease units or structures owned by the recipient, recipient, their parent organization(s), any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.
  - b. Any request for an exception must include the following:
    - i. A description of how leasing these structures is in the best interest of the program;
    - ii. Supporting documentation showing that the leasing charges paid with grant funds are reasonable for the market; and
    - iii. A copy of the written policy for resolving disputes between the landlord and tenant, including a recusal for officers, agents, and staff who work for both the landlord and tenant.
- B. Requirements.
  - a. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
  - b. Leasing individual units. When grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
  - c. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by the landlord, these utility costs are an

operating cost, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.

- d. Security deposits and first and last month's rent. Recipients may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of the last month's rent may be provided to the landlord in addition to the security deposit and payment of the first month's rent.
  - e. Occupancy agreements and subleases. Recipients must have signed occupancy agreements or leases (or subleases) with program participants residing in housing.
  - f. Calculation of occupancy charges and rent. Recipients are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, if occupancy charges are imposed, they may not exceed the highest of:
    - i. 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);
    - ii. 10 percent of the family's monthly income; or
    - iii. If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.
    - iv. Income. Income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). recipients must examine a program participant's income initially, and if there is a change in family composition (e.g., birth of a child) or a decrease in the resident's income during the year, the resident may request an interim
- C. Transition. Beginning in the first year awards are made under the Continuum of Care program, renewals of grants for leasing funds entered into under the authority of title IV, subtitle D of the Act as it existed before May 20, 2009, will be renewed either as grants for leasing or as rental assistance, depending on the characteristics of the Project. Leasing funds will be renewed as rental assistance if the funds are used to pay rent on units where the lease is between the program participant and the landowner or sub lessor. Projects requesting leasing funds will be renewed as leasing if the funds were used to lease a unit or structure and the lease is between the recipient and the landowner.

## **V. Rental assistance.**

- A. Use.
  - a. Grant funds may be used for rental assistance for homeless individuals and families. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
    - i. The rental assistance may be short-term, up to 3 months of rent; medium-term, for 3 to 24 months of rent; or long-term, for longer than 24 months of rent.
    - ii. The rental assistance may be tenant-based, Project-based, or provider-based, and may be for transitional or permanent housing.
  - b. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- B. Rental assistance administrator. Rental assistance must be administered by a State, unit of general local government, or a public housing agency.
- C. Tenant-based rental assistance. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipient may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Program

participants who are receiving rental assistance in transitional housing may be required to live in a specific structure for their entire period of participation in transitional housing.

- a. Up to 5 years' worth of rental assistance may be awarded to a Project in one competition.
  - b. Program participants who have complied with all program requirements during their residence retain the rental assistance if they move within the Continuum of Care geographic area.
  - c. Program participants who have complied with all program requirements during their residence and who have been a victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence), if they remain in the assisted unit, and are able to document the violence and basis for their belief, may retain the rental assistance and move to a different Continuum of Care geographic area if they move out of the assisted unit to protect their health and safety.
- D. Provider-based rental assistance. Provider-based rental assistance is provided through contracts between the recipient and provider organization. A provider may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the provider. Up to 5 years' worth of rental assistance may be awarded to a Project in one competition.
- E. Project-based rental assistance. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move. Up to 15 years of rental assistance may be awarded in one competition.
- F. Grant amount. The amount of rental assistance in each Project will be based on the number and size of units proposed by the applicant to be assisted over the grant period. The amount of rental assistance in each Project will be calculated by multiplying the number and size of units proposed by the FMR of each unit on the date the application is submitted to HUD, by the term of the grant.
- G. Rent reasonableness. HUD will only provide rental assistance for a unit if the rent is reasonable. The recipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.
- H. Payment of grant.
- a. The amount of rental assistance in each Project will be reserved for rental assistance over the grant period. An applicant's request for rental assistance in each grant is an estimate of the amount needed for rental assistance. Recipients will make draws from the grant funds to pay the actual costs of rental assistance for program participants.
  - b. For tenant-based rental assistance, on demonstration of need:
    1. Up to 25 percent of the total rental assistance awarded may be spent in any year of a 5-year grant term; or
    2. A higher percentage if approved in advance by HUD, if the recipient provides evidence satisfactory to HUD that it is financially committed to providing the housing assistance described in the application for the full 5-year period.
  - c. A recipient must serve at least as many program participants as shown in its application for assistance.
  - d. If the amount in each grant reserved for rental assistance over the grant period exceeds the amount that will be needed to pay the actual costs of rental assistance, due to such factors as contract rents being lower than FMRs and program participants being able to

pay a portion of the rent, recipients may use the excess funds for covering the costs of rent increases, or for serving a greater number of program participants.

- I. Vacancies. If a unit assisted under this section is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person. Brief periods of stays in institutions, not to exceed 90 days for each occurrence, are not considered vacancies.
- J. Property damage. Recipients may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. This shall be a one-time cost per participant, incurred at the time a participant exits a housing unit.
- K. Resident rent. Recipients are not required to impose occupancy charges on program participants as a condition of residing in the housing. However, if occupancy charges are imposed, they may not exceed the highest of:
  - a. 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);
  - b. 10 percent of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.
  - d. Income. Income must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a). recipients must examine a program participant's income initially, and if there is a change in family composition (e.g., birth of a child) or a decrease in the resident's income during the year, the resident may request an interim
- L. Leases.
  - a. Initial lease. For Project-based, provider-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
  - b. Initial lease for transitional housing. Program participants in transitional housing must enter into a lease agreement for a term of at least one month. The lease must be automatically renewable upon expiration, except on prior notice by either party, up to a maximum term of 24 months.

## **VI. Supportive services.**

- A. In general. Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants. If the supportive services are provided in a supportive service facility not contained in a housing structure, the costs of day-to-day operation of the supportive service facility, including maintenance, repair, building security, furniture, utilities, and equipment are eligible as a supportive service.
  - a. Supportive services must be necessary to assist program participants obtain and maintain housing.
  - b. Recipients shall conduct an annual assessment of the service needs of the program participants and should adjust services accordingly.
- B. Duration.
  - a. For a transitional housing Project, supportive services must be made available to residents throughout the duration of their residence in the Project.
  - b. Permanent supportive housing Projects must provide supportive services for the residents to enable them to live as independently as is practicable throughout the duration of their residence in the Project.

- c. Services may also be provided to former residents of transitional housing and current residents of permanent housing who were homeless in the prior 6 months, for no more than 6 months after leaving transitional housing or homelessness, respectively, to assist their adjustment to independent living.
- d. Rapid rehousing Projects must require the program participant to meet with a case manager not less than once per month to assist the program participant in maintaining long-term housing stability.
- C. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.
- D. Ineligible costs. Any cost that is not described as an eligible cost under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and the costs of obtaining professional licenses or certifications needed to provide supportive services are not eligible costs.
- E. Eligible costs.
  - a. *Annual Assessment of Service Needs* as described in Supportive Services below.
  - b. *Assistance with moving costs*. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.
  - c. *Case management*. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Component services and activities consist of:
    - i. Counseling;
    - ii. Developing, securing, and coordinating services;
    - iii. Using the centralized or coordinated assessment system
    - iv. Obtaining federal, State, and local benefits;
    - v. Monitoring and evaluating program participant progress;
    - vi. Providing information and referrals to other providers;
    - vii. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
    - viii. Developing an individualized housing and service plan, including planning a path to permanent housing stability.
  - d. *Child care*. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible.
    - i. The children must be under the age of 13, unless they are disabled children.
    - ii. Disabled children must be under the age of 18.
    - iii. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
  - e. *Education services*. The costs of improving knowledge and basic educational skills are eligible.
    - i. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
    - ii. 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.
  - f. *Employment assistance and job training*. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.

The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

- i. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- ii. Services that assist individuals in securing employment consist of:
  - 1 Employment screening, assessment, or testing;
  - 2 Structured job skills and job-seeking skills;
  - 3 Special training and tutoring, including literacy training and pre-vocational training;
  - 4 Books and instructional material;
  - 5 Counseling or job coaching; and
  - 6 Referral to community resources.
- g. *Food*. The cost of providing meals or groceries to program participants is eligible.
- h. *Housing search and counseling services*. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
  - i. Component services or activities are tenant counseling; assisting individuals and families to understand leases; securing utilities; and making moving arrangements.
  - ii. Other eligible costs are:
    - 1 Mediation with property owners and landlords on behalf of eligible program participants;
    - 2 Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
    - 3 The payment of rental application fees.
- i. *Legal services*. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.
  - i. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the resolution of outstanding criminal warrants.
  - ii. Component services or activities may include receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - iii. 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 recipient is a legal services provider and performs the services itself, the eligible costs are the recipient's employees' salaries and other costs necessary to perform the services.
  - iv. Legal services for immigration and citizenship matters and issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are ineligible.
- j. *Life skills training*. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- k. *Mental health services*. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; 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.
- l. *Outpatient health services.* Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
    - i. Providing an analysis or assessment of an individual's health problems and the development of a treatment plan;
    - ii. Assisting individuals to understand their health needs;
    - iii. Providing directly or assisting individuals to obtain and utilize appropriate medical treatment;
    - iv. Preventive medical care and health maintenance services, including in-home health services and emergency medical services;
    - v. Provision of appropriate medication;
    - vi. Providing follow-up services; and
    - vii. Preventive and non-cosmetic dental care.
  - m. *Outreach services.* The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
    - i. Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
    - ii. Component activities and services consist of: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the geographic area covered by the Continuum of Care.
  - n. *Substance abuse treatment services.* The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
  - o. *Transportation.* Eligible costs are:
    - i. The costs of program participant's travel on public transportation or in a vehicle provided by the recipient to and from medical care, employment, child care, or other services eligible under this section.
    - ii. Mileage allowance for service workers to visit program participants and to carry out housing quality inspections;
    - iii. The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
    - iv. The cost of gas, insurance, taxes, and maintenance for the vehicle;
    - v. The costs of recipient staff to accompany or assist program participants to utilize public transportation; and
    - vi. If public transportation options are not sufficient within the area, the recipient may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
      - 1 Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
      - 2 Payments for car repairs or maintenance must be paid by the recipient directly to the third party that repairs or maintains the car; and

- 3 The recipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
- p. *Utility deposits.* This form of assistance consists of paying for utility deposits. Utility deposits must be a one-time fee, paid to utility companies.
- q. *Direct provision of services.* If the a service described in paragraphs (e)(1) through (e)(16) of this section is being directly delivered by the recipient, eligible costs for those services also include:
  - i. The costs of labor or supplies, and materials incurred by the recipient in directly providing supportive services to program participants; and
  - ii. The salary and benefit packages of the recipient staff who directly deliver the services.

## **VII. Operating costs.**

- A. Use. Grant funds may be used to pay the costs of the day-to-day operation of transitional and permanent housing in a single structure or individual housing units.
- B. Eligible costs.
  - a. The maintenance and repair of housing;
  - b. Property taxes and insurance;
  - c. Scheduled payments to a reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
  - d. Building security for a structure where more than 50 percent of the units or area is paid for with grant funds;
  - e. Electricity, gas, and water;
  - f. Furniture; and
  - g. Equipment.
- C. Ineligible costs. Program funds may not be used for rental assistance and operating costs in the same Project. Program funds may not be used for the operating costs of emergency shelter- and supportive service-only facilities. Program funds may not be used for the maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

## **VIII. Homeless Management Information System.**

- A. Eligible costs.
  - a. The recipient may use Continuum of Care program funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care, including the costs of:
    - i. Purchasing or leasing computer hardware;
    - ii. Purchasing software or software licenses;
    - iii. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
    - iv. Obtaining technical support;
    - v. Leasing office space;
    - vi. Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
    - vii. Paying salaries for operating HMIS, including:
      - 1 Completing data entry;
      - 2 Monitoring and reviewing data quality;
      - 3 Completing data analysis;
      - 4 Reporting to the HMIS Lead;
      - 5 Training staff on using the HMIS; and
      - 6 Implementing and complying with HMIS requirements;
    - viii. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

- ix. Paying staff travel costs to conduct intake; and
  - x. Paying participation fees charged by the HMIS Lead, as authorized by HUD, if the recipient is not the HMIS Lead.
- b. If the recipient is the HMIS Lead, it may also use Continuum of Care funds to pay the costs of:
- i. Hosting and maintaining HMIS software or data;
  - ii. Backing up, recovering, or repairing HMIS software or data;
  - iii. Upgrading, customizing, and enhancing the HMIS;
  - iv. Integrating and warehousing data, including development of a data warehouse for use in aggregating data from recipients using multiple software systems;
  - v. Administering the system;
  - vi. Reporting to providers, the Continuum of Care, and HUD; and
  - vii. Conducting training on using the system, including traveling to the training.
- c. If the recipient is a victim services provider, or a legal services provider, it may use Continuum of Care funds to establish and operate a comparable database that complies with HUD'S HMIS requirements.
- B. General restrictions. Activities funded under this section must comply with the HMIS requirements.

### **IX. Project administrative costs.**

- A. Eligible costs. Eligible administrative costs include:
- a. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
    - i. Salaries, wages, and related costs of the recipient's staff, the staff of recipients, or other staff engaged in program administration. In charging costs to this category, the recipient may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
      - 1 Preparing program budgets and schedules, and amendments to those budgets and schedules;
      - 2 Developing systems for assuring compliance with program requirements;
      - 3 Developing agreements with recipients and contractors to carry out program activities;
      - 4 Monitoring program activities for progress and compliance with program requirements;
      - 5 Preparing reports and other documents directly related to the program for submission to HUD;
      - 6 Coordinating the resolution of audit and monitoring findings;
      - 7 Evaluating program results against stated objectives; and
      - 8 Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.
    - ii. Travel costs incurred for monitoring of recipients;
    - iii. Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
    - iv. Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

- b. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-sponsored Continuum of Care trainings.
- c. Environmental review. Costs of carrying out the environmental review responsibilities:
  - i. Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform, for each property, any environmental review required by 24 CFR part 50. The recipient must carry out mitigating measures required by HUD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement.
  - ii. The recipient, its Project partners, and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

**X. Relocation costs.**

- A. In general. Relocation costs under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are eligible.
- B. Eligible relocation costs. Eligible costs are costs to provide relocation payments and other assistance to persons displaced by a Project assisted with grant funds in accordance with relevant regulations.

**XI. Indirect costs.**

- A. In general. Continuum of Care funds may be used to pay indirect costs in accordance with OMB Circulars A-87 or A-122, as applicable.
- B. Allocation. Indirect costs may be allocated to each eligible activity as provided in subpart D, so long as that allocation is consistent with an indirect cost rate proposal developed in accordance with OMB Circulars A-87 or A-122, as applicable.

## **Documentation Standards for Record Keeping**

**Homeless status.** Acceptable evidence of the homeless as status is set forth in 24 CFR 576.500(b).

**At risk of homelessness status.** Provider that serve persons at risk of homelessness, the Provider must keep records that establish —at risk of homelessness| status of each individual or family who receives Continuum of Care homelessness prevention assistance. Acceptable evidence is found in 24 CFR 576.500(c).

**Records of reasonable belief of imminent threat of harm.** For each program participant who moved to a different Continuum of Care due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking under 24 CFR Part 578.51(c)(3), provider must retain:

(i) Documentation of the original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant’s case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.

(ii) Documentation of the reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

**Annual income.** For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the provider must keep the following documentation of annual income:

(i) Income evaluation form specified by HUD and completed by the provider; and

(ii) Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;

(iii) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the provider’s intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

(iv) To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

**Program participant records.** In addition to evidence of —homeless status or —at-risk- of-homelessness status, as applicable, the provider must keep records for each program participant that document:

(i) The services and assistance provided to that program participant, including evidence that the provider has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR Part 578.37(a)(1)(ii)(F); and

(ii) Where applicable, compliance with the termination of assistance requirement in 24 CFR Part 578.91.

**Housing standards.** The provider must retain documentation of compliance with the housing standards in 24 CFR Part 578.75(b), including inspection reports.

**Services provided.** The provider must document the types of supportive services provided under the recipient's program and the amounts spent on those services. The provider must keep record that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

**Match.** The provider must keep records of the source and use of contributions made to satisfy the match requirement in 24 CFR Part 578.73. The records must indicate the grant and fiscal year for which each matching contribution is counted. The records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**Conflicts of interest.** The provider must keep records to show compliance with the organizational conflict-of-interest requirements in 24 CFR Part 578.95(c), the Continuum of Care board conflict-of-interest requirements in 24 CFR Part 578.95(b), the other conflict requirements in 24 CFR Part 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in 24 CFR Part 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.

**Homeless participation.** The provider must document its compliance with the homeless participation requirements under 24 CFR Part 578.75(g).

**Faith-based activities.** The provider must document their compliance with the faith-based activities requirements under 24 CFR Part 578.87(b).

Baltimore City Mayor's Office of Homeless Services Rental Assistance Program									
Rental Subsidy Action Request (RSAR)									
Name of Service Agency									
Address:									
City, State, Zip:									
Phone					Fax:				
Contact Person:									
Name of Client/Head of Household:									
HOH DOB:					HOH Social Security Number:				
HOH Race:					Hispanic/Latino Y___ N___				
HOH Gender: M___ F___									
Disability Code:									
Primary		1	2	3	4	5			
Secondary		1	2	3	4	5			
Program Certification Date:									
Check Appropriate Request									
New Unit/Change of Unit Eff Date _____									
Annual Inspection _____									
Tenant Request Inspection _____									
Interim Changes/Effective Date _____									
Termination/Moved Out Eff Date _____									
Damages assessments Inspection _____									
Annual Recertification _____									
Reason Unit Vacated/Other Changes:									
Signature of Rental Assistance Staff Member									
								Date	
Please note any instructions or explanations about the unit here.									
Revised 12/12/19									



RENT REASONABLENESS CHECKLIST AND CERTIFICATION				
	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years (prior to 1978?)				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				
<p><b>A. Compliance with Payment Standard</b></p> <p>_____</p> <p><b>Proposed Contract Rent + Utility Allowance = Proposed Gross Rent</b></p> <p>Approved rent does not exceed applicable Payment Standard defined as highest of above comparables \$_____.</p> <p><b>B. Current Fair Market Rent (date):</b> _____ (see attached chart)</p> <p><b>C. Rent Reasonableness</b></p> <p>Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.</p>				
Name:	Signature:	Date:		



Baltimore City Rental Assistance Program					
Client Eligibility Certification					
<b>Part I--Net Household Assets and Income</b>					
Type of Assets	Cash Value of Assets		Yearly Income from Assets		
\$0.00	\$0.00		\$0.00		
\$0.00	\$0.00		\$0.00		
\$0.00	\$0.00		\$0.00		
\$0.00	\$0.00		\$0.00		
<b>Totals:</b>					
<b>Income (Use annual amounts)</b> HOH Social Security Number:					
<b>(Drop down box on column 2 and 4)</b>					
	1	2	3	4	
	Employment	Social Security	Public Assistance	Child Support	
Head of House	\$0.00	\$0.00	\$0.00	\$0.00	
Spouse	\$0.00	\$0.00	\$0.00	\$0.00	
Other Adult	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Totals:</b>					
<b>Total (Add ALL income totals)</b>					
<b>**Please note columns 2 &amp; 4 have a drop-down**</b>					

Rental Assistance Program  
 Tenant Rent Calculation Worksheet

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

- |    |   |     |     |
|----|---|-----|-----|
| 1. | Income. (As described in Section 4a.)           | (1) | \$0 |
| 2. | Income exclusion. (As described in Section 4b.) | (2) | \$0 |
| 3. | Annual Gross Income. (Line 1 minus Line 2)      | (3) | \$0 |

**Calculation of Adjusted Income**

**Dependent Allowance**

- |    |  |     |     |
|----|--|-----|-----|
| 4. | Number of dependents, i.e., number of family members, other than head of household or spouse, or in Shelter Plus Care (S+C), the person determined to be important for the care of the eligible person, those who are under 18 years of age, those who are disabled, handicapped, or full-time students. | (4) | 0   |
| 5. | Multiply Line 4 by \$480.00.   | (5) | \$0 |

**Childcare Allowance**

- |    |  |     |       |
|----|--|-----|-------|
| 6. | Enter anticipated unreimbursed expenses for care of children age 12 and under which will allow a household member to work or pursue an education. It may not exceed the amount of income from such work. | (6) | _____ |
|----|--|-----|-------|

**IF A RESIDENT DOES NOT HAVE HANDICAPPED ASSISTANCE EXPENSES AND HEAD OF HOUSEHOLD, SPOUSE, OR SOLE MEMBER IS NOT HANDICAPPED, DISABLED, OR AT LEAST 62 YEARS OF AGE, SKIP TO NUMBER 15.**

**Handicapped Assistance Allowance**

- |     |  |      |       |
|-----|--|------|-------|
| 7.  | Handicapped Assistance Expenses.   | (7)  | \$0   |
| 8.  | Multiply Line 3 by 0.03.   | (8)  | \$0   |
| 9.  | Subtract Line 8 from Line 7.   | (9)  | \$0   |
| 10. | Amount earned by family members which was dependent upon the handicapped assistance expense. | (10) | _____ |

11. Enter the lesser of Lines 9 and 10. This is the handicapped assistance allowance. (11) \_\_\_\_\_

**IF HEAD OF HOUSEHOLD, SPOUSE OR SOLE MEMBER IS 62 YEARS OF AGE OR OLDER, HANDICAPPED OR DISABLED, COMPLETE ITEMS 12 THROUGH 13; OTHERWISE SKIP TO NUMBER 15.**

**Medical Expenses and Elderly or Disabled Persons Family Allowance**

12. Medical expenses. (12) \_\_\_\_\_ \$0

13. If Line 9 is greater than 0, enter the amount from Line 12; otherwise, add lines 7 and 12 and subtract line 8. (13) \_\_\_\_\_ \$0

14. Elderly or disabled family allowance. Enter \$400.00. (14) \_\_\_\_\_ \$400

**Adjusted Income**

15. Total income adjustments. Add lines 5, 6, 11, 13, and 14. (15) \_\_\_\_\_

16. Adjusted income. Subtract Line 15 from Line 3. (16) \_\_\_\_\_ \$0

**Resident Rent Determination**

17. Thirty percent (30%) of Adjusted Monthly Income. Divide Line 16 by 12 and multiply by 0.3. (17) \_\_\_\_\_

18. Ten percent (10%) of Monthly Income. Divide Line 3 by 12 and multiply by 0.1. (18) \_\_\_\_\_

19. Welfare rent, if applicable. (19) \_\_\_\_\_ N/A

20. **Total Tenant Payment.** Enter the largest of lines 17, 18, and 19. (20) \_\_\_\_\_

**IF THE RENT INCLUDES UTILITIES STOP HERE, OTHERWISE PROCEED TO NUMBER 21.**

**Determination of Resident Rent for Utilities Where Utilities are Not Included in Rent**

21. Utility Allowance (from the Allowances for Tenant-Furnished Utilities and Other Services Worksheet) (21) \_\_\_\_\_ \$0

22. **Resident Rent.** Subtract Line 21 from Line 20. (22) \_\_\_\_\_

23. **Utility Reimbursement.** (If the amount on Line 22 is less than 0, change the negative to a positive. This is the amount that must be paid to the resident as a utility reimbursement.) (23) \_\_\_\_\_

This worksheet had been reviewed with me and I understand the portion of my rent \$\_\_\_\_\_ per month and utilities \$\_\_\_\_\_ per month that I am responsible for paying each month. I also understand that if I have a change in my income I need to bring verification of that to my case manager so that the portion of rent and utilities that I am responsible for can be recalculated.

Rental Assistance Resident	Date
Rental Assistance Staff Person	Date

Rental Assistance Program  
Tenant Rent Calculation Worksheet

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

1.	Income. (As described in Section 4a.)	(1)	\$0
2.	Income exclusion. (As described in Section 4b.)	(2)	\$0
3.	Annual Gross Income. (Line 1 minus Line 2)	(3)	\$0

**Calculation of Adjusted Income**

**Dependent Allowance**

4.	Number of dependents, i.e., number of family members, other than head of household or spouse, or in Shelter Plus Care (S+C), the person determined to be important for the care of the eligible person, those who are under 18 years of age, those who are disabled, handicapped, or full-time students.	(4)	0
5.	Multiply Line 4 by \$480.00.	(5)	\$0

**Childcare Allowance**

6. Enter anticipated unreimbursed expenses for care of children age 12 and under which will allow a household member to work or pursue an education. It may not exceed the amount of income from such work. (6) \_\_\_\_\_

**IF A RESIDENT DOES NOT HAVE HANDICAPPED ASSISTANCE EXPENSES AND HEAD OF HOUSEHOLD, SPOUSE, OR SOLE MEMBER IS NOT HANDICAPPED, DISABLED, OR AT LEAST 62 YEARS OF AGE, SKIP TO NUMBER 15.**

**Handicapped Assistance Allowance**

7. Handicapped Assistance Expenses. (7) \_\_\_\_\_ \$0
8. Multiply Line 3 by 0.03. (8) \_\_\_\_\_ \$0
9. Subtract Line 8 from Line 7. (9) \_\_\_\_\_ \$0
10. Amount earned by family members which was dependent upon the handicapped assistance expense. (10) \_\_\_\_\_
11. Enter the lesser of Lines 9 and 10. This is the handicapped assistance allowance. (11) \_\_\_\_\_

<b>IF HEAD OF HOUSEHOLD, SPOUSE OR SOLE MEMBER IS 62 YEARS OF AGE OR OLDER, HANDICAPPED OR DISABLED, COMPLETE ITEMS 12 THROUGH 13; OTHERWISE SKIP TO NUMBER 15.</b>			
<b>Medical Expenses and Elderly or Disabled Persons Family Allowance</b>			
12.	Medical expenses.	(12)	\$0
13.	If Line 9 is greater than 0, enter the amount from Line 12; otherwise, add lines 7 and 12 and subtract line 8.	(13)	\$0
14.	Elderly or disabled family allowance. Enter \$400.00.	(14)	\$400
<b>Adjusted Income</b>			
15.	Total income adjustments. Add lines 5, 6, 11, 13, and 14.	(15)	
16.	Adjusted income. Subtract Line 15 from Line 3.	(16)	\$0
<p style="text-align: center;"><b><u>Resident Rent Determination</u></b></p>			
17.	Thirty percent (30%) of Adjusted Monthly Income. Divide Line 16 by 12 and multiply by 0.3.	(17)	
18.	Ten percent (10%) of Monthly Income. Divide Line 3 by 12 and multiply by 0.1.	(18)	
19.	Welfare rent, if applicable.	(19)	N/A
20.	<b>Total Tenant Payment.</b> Enter the largest of lines 17, 18, and 19.	(20)	
<p style="text-align: center;"><b>IF THE RENT INCLUDES UTILITIES STOP HERE, OTHERWISE PROCEED TO NUMBER 21.</b></p>			
<p style="text-align: center;"><b><u>Determination of Resident Rent for Utilities Where Utilities are Not Included in Rent</u></b></p>			
21.	Utility Allowance (from the Allowances for Tenant-Furnished Utilities and Other Services Worksheet)	(21)	\$0
22.	<b>Resident Rent.</b> Subtract Line 21 from Line 20.	(22)	
23.	<b>Utility Reimbursement.</b> (If the amount on Line 22 is less than 0, change the negative to a positive. This is the amount that <u>must be paid to the resident as a utility reimbursement.</u> )	(23)	

<p>This worksheet had been reviewed with me and I understand the portion of my rent and utilities that I am responsible for paying each month. I also understand that if I have a change in my income I need to bring verification of that to my case manager so that the portion of rent and utilities that I am responsible for can be recalculated.</p>									
Rental Assistance Resident								Date	
Rental Assistance Staff Person								Date	



2020 STANDARD UTILITY ALLOWANCES										
LOCALITY		UNIT TYPE								Date
Baltimore, Maryland		Detached, Semi-detached, or End of Row unit								1/1/2020
UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES								
		0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7 BR	
<b>HEATING</b>	a. Natural Gas	48	59	80	94	117	137	154	164	
	b. Oil	80	100	135	158	196	230	258	275	
	c. Electric, furnace	47	59	80	94	116	136	153	163	
<b>COOKING</b>	a. Natural Gas	5	6	7	10	12	13	15	16	
	b. Electric	6	6	8	11	13	15	17	20	
<b>OTHER ELECTRIC</b>		30	32	34	46	58	68	80	94	
<b>WATER HEATING</b>	a. Natural Gas	9	9	13	17	20	22	25	28	
	b. Oil	15	16	21	28	33	38	42	47	
	c. Electric	15	16	20	26	31	35	40	47	
<b>WATER</b>		83	83	98	119	139	156	169	181	
<b>RANGE/MICROWAVE</b>		13	13	13	13	13	13	13	13	
<b>REFRIGERATOR</b>		16	16	16	16	16	16	16	16	
<b>ACTUAL FAMILY ALLOWANCES</b>	To be used by family to compute				<b>UTILITY OR SERVICE</b>		<b>PER MONTH COST</b>			
allowance. Complete below for actual unit rented.					HEATING				\$	
NAME OF FAMILY					COOKING				\$	
					OTHER ELECTRIC				\$	
					WATER HEATING					
ADDRESS OF UNIT					WATER				\$	
					RANGE/MICROWAVE				\$	
					REFRIGERATOR				\$	
NUMBER OF BEDROOMS										
					<b>TOTAL</b>				\$	
							form HUD-52667 (12/97)			
							ref. Handbook 7420.8			

LETTER OF INTENT

Landlord/Management Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Provider Agency has received copy of Landlord/Management company’s W-9:  
yes \_\_\_\_\_ no \_\_\_\_\_. If no, give date when W-9 will be received \_\_\_\_\_.

It is the intent of \_\_\_\_\_  
(Provider Agency/Tenant) to lease the unit located at:  
\_\_\_\_\_ for a twelve (12) month period  
starting \_\_\_\_\_ 20\_\_ and ending \_\_\_\_\_ 20\_\_ and a security deposit of  
\$ \_\_\_\_\_. If applicable, the tenant’s share is 30% of the adjusted gross income,  
\_\_\_\_\_. This agreement is subject to the following conditions:

- 1. The rental unit passes a Housing Quality Standards (HQS) Inspection to be conducted by the City.
- 2. The City will be responsible for one month’s rent in the event the Tenant vacates the leased premises during the lease period.
- 3. The Landlord further agrees that the City shall only be responsible for the rental subsidy herein set forth above and not for any other monetary assistance.

**Please execute and retain one copy for your records.**

Thank you for agreeing to participate in the Baltimore City Special Needs Assistance Program.

**Provider Agency**

**Property Owner/Mgmt. Co.**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

PRINT AGENCY NAME

PRINT AGENCY NAME

\_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS:

MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: A “Letter of Intent” does not constitute a contract to lease the aforementioned unit.