

# **HOME American Rescue Plan (HOME-ARP) Supportive Services Program**

Offering rental assistance plus a wide range of services to households experiencing or at-risk of homelessness and housing instability.

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## **Program Manual**

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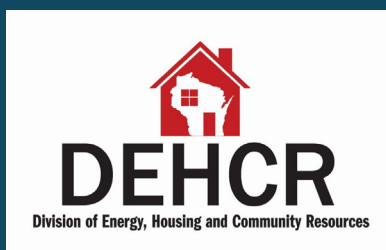
State of Wisconsin

Department of Administration

Division of Energy, Housing  
and Community Resources

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# Chapter 1: General Information

## 1) Introduction

The Wisconsin Department of Administration's (DOA) Division of Energy, Housing, and Community Resources (DEHCR) developed this Program Manual as a resource for the Supportive Services activity as a part of the larger HOME-American Rescue Plan Program (HOME-ARP). HOME-ARP Supportive Services grantees are required to follow all state and federal requirements, policies, and procedures in this Program Manual.

## 2) Background

The HOME program was created by the National Affordable Housing Act of 1990. The statutory purpose of the HOME program is “to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing”. Regulations governing HOME are published in [24 CFR Part 92](#) (Final Rule, published July 24, 2013, as amended (effective August 23, 2013)).

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law and on September 13, 2021, the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development Division issued Notice [CPD-21-10](#). Notice [CPD-21-10](#) establishes the requirements for HOME-ARP funds appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2). In addition to Notice [CPD-21-10](#), HUD has issued a [memorandum](#) describing waivers and alternative requirements for the HOME-ARP Program.

The information in this Program Manual and application guide for the HOME-ARP Supportive Services program is current as of May 2025.

HOME-ARP is a brand-new program and HUD implementation tools are under development. Additional HUD guidance is anticipated in the future. Interested parties are encouraged to visit the [HUD Exchange HOME-ARP website](#) for additional updates and guidance. This Program Manual may be amended by DEHCR in the event HUD issues future guidance regarding this program.

## 3) Program Overview

HOME-ARP funds may be used to provide a broad range of supportive services to qualifying individuals or families as a separate activity or in combination with other programs.

Supportive services available for funding under the HOME-ARP Supportive Services activity include:

1. Services listed in Section 401(29) of the McKinney-Vento Homeless Assistance Act (“McKinney-Vento Supportive Services”) and as defined under 42 U.S.C. § 11360(29).
2. Homelessness prevention services as described in Sections VI.D.3 and D.4 of the [CPD Notice 21-10](#) and;

3. Housing counseling services under HOME-ARP which are services that are consistent with the definition of “housing counseling” and “housing counseling services” defined at [24 CFR §§ 5.100 and 5.111](#).

HOME-ARP Supportive Services grants must be a minimum of \$50,000.00. Maximum award amounts may vary depending on program year. Please check [DEHCR’s website](#) to find information on the maximum award amount.

All grants will be made on an annual cycle (July-June). Those applicants who apply for and are awarded HOME-ARP Supportive Services funds (Grantees) will enter into a funding agreement with DOA.

# Chapter 2: Application Process

## 1) Eligible Applicants

Eligible applicants are limited to local government agencies, elected governing bodies of federally recognized American Indian tribes or bands in the State of Wisconsin, governing bodies of a county, city, village, or town, housing authorities, private/not-for-profit organizations, or religious societies as defined under Chapter 187 of the Wisconsin Statutes. Applicants are also required:

1. To be subscribers of HMIS<sup>1</sup> or a comparable database approved by DEHCR.
2. Have a letter of support from the HUD recognized Continuum of Care.
3. Be in good standing with DEHCR.

DEHCR does not award HOME-ARP funds in participating jurisdictions or consortia regions that receive HOME-ARP funds directly from HUD. For reference, HOME-ARP funding may not be distributed in the following areas:

Participating Jurisdiction Cities:	HOME/HOME-ARP Consortia
Eau Claire	Dane County
Green Bay	Janesville Consortium (Rock County)
Kenosha	Milwaukee County Consortium
La Crosse	Waukesha County Consortium (Waukesha, Jefferson, Washington, Ozaukee Counties)
Madison	
Milwaukee	
Racine	

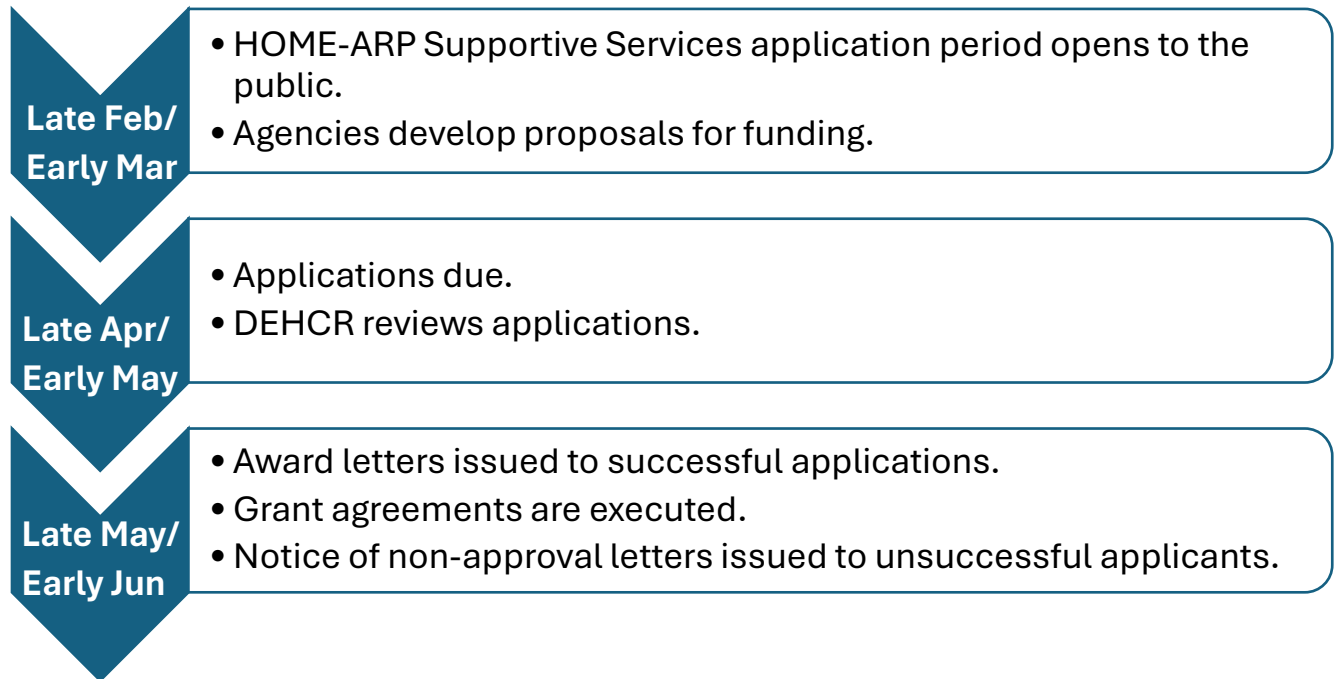
A service area map for HOME-ARP can be found on [DEHCR's website](#).

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<sup>1</sup> Homeless Management Information System. The Institute for Community Alliances manages it for all Wisconsin Continua of Care.

## 2) Application Timeline

The HOME-ARP Supportive Services application timeline is as follows and is subject to change:



Please note there is a separate application for HOME-ARP Rental Housing Development (RHD) that has separate timing. More information on HOME-ARP RHD can be found on [DEHCR's website](#).

# Chapter 3: Program Requirements

## 1) Participant Eligibility –Qualifying Populations

The HOME-ARP Supportive Services activity has a narrow definition of who can be served. The program is focused on providing “Qualifying Population” households wrap-around services to help them remain housed. The following four (4) Qualifying Populations are eligible to receive services and are defined below:

1. “Homeless” as defined under 24 CFR § 91.5;
2. “At-risk of homelessness” as defined under 24 CFR § 91.5;
3. Those fleeing or attempting to flee “domestic violence”, “dating violence”, “sexual assault”, “stalking,” or “human trafficking” as defined under 24 CFR § 5.2003 or the Trafficking Victims Protection Act of 2000.
4. “Other populations” – where supportive services or assistance would prevent a family’s homelessness or serve those with the greatest risk of housing instability, as defined in Section IV of CPD 21-10.

### Homeless

For the purposes of the HOME-ARP Supportive Services program, the designation of “homeless” requires meeting one (1) of the following three (3) definitions:

1. An individual or family who:
  - a. Has 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; or
  - b. Is 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 organization or by federal, state, or local government programs for low-income individuals); or
  - c. 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:
  - a. The primary nighttime residence will be lost within 14 days of the date of application for assistance; and
  - b. No subsequent residence has been identified; and
  - c. 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. Families with children and youth, or unaccompanied youth under 25 years of age, who do not otherwise qualify as homeless as defined in 1 or 2 above, but who:
  - a. 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 (34 U.S.C. § 12473)), 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);
- b. 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;
  - c. 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
  - d. Can be expected to continue in such status for an extended period of time because of:
    - i. Chronic disabilities;
    - ii. Chronic physical health or mental health conditions;
    - iii. Substance addiction;
    - iv. Histories of domestic violence or childhood abuse or neglect;
    - v. The presence of a child or youth with a disability; or
    - vi. Two or more of the following barriers to employment:
      - 1. Lack of a high school degree or General Educational Development (GED);
      - 2. Illiteracy;
      - 3. Low English proficiency;
      - 4. History of incarceration or detention for criminal activity;
      - 5. A history of unstable employment.

## At Risk of Homelessness

For the purposes of the HOME-ARP Supportive Services program, “at risk of homelessness” requires meeting one (1) of the following two (2) definitions:

- 1. An individual or family who:
  - a. Has an annual income below 30 percent of median family income, adjusted for household size, for the area, as determined by HUD; and
  - b. 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 a public or private place not meant for use as a regular sleeping accommodation by human beings; and
  - c. Meets one of the following conditions:
    - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homeless assistance;
    - ii. Is living in the home of another because of economic hardship;
    - iii. 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;
    - iv. 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;
    - v. 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;



- vi. 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).
- 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(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), 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.

## Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

For the HOME-ARP Supportive Services program, this Qualifying Population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. There is no requirement that individuals and families also meet the HOME-ARP Supportive Services program definition of homeless, at risk of homelessness, or “other” Qualifying Population.

This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to 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 or remain within the same dwelling unit.

In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for assistance.

### *Domestic Violence*

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- 1. A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- 2. A person with whom the victim shares a child in common;
- 3. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Wisconsin; or

5. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Wisconsin.

#### *Dating Violence*

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of the relationship is determined considering:

1. The length of the relationship;
2. The type of relationship; and
3. The frequency of interaction between the persons involved in the relationship.

#### *Sexual Assault*

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

#### *Stalking*

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person's individual safety or the safety of others; or
2. Suffer substantial emotional distress.

#### *Human Trafficking*

For the purposes of the HOME-ARP Supportive Services program, human trafficking includes both sex and labor trafficking, defined as:

1. For sex trafficking, the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age.
2. For labor trafficking, the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

### **“Other” Qualifying Population**

For the purposes of the HOME-ARP Supportive Services program, “other” Qualifying Population means individuals and families who do not meet the definition of homeless, at-risk of homelessness, or fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking as defined above and:

1. Require services or housing assistance to prevent repeat homelessness; or are at greatest risk of housing instability.

### *Households Requiring Services or Housing Assistance to Prevent Repeat Homelessness*

Households may receive HOME-ARP Supportive Services or housing assistance as a HOME-ARP Qualifying Population if they meet all of the following three (3) eligibility criteria:

1. Previously qualified as homeless as defined in [24 CFR 91.5](#); and
2. Are currently housed with temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed; and
3. Need additional housing assistance or supportive services to avoid a return to homelessness.

### *Households at Greatest Risk of Housing Instability*

Households that are at greatest risk of housing instability qualify as a HOME-ARP Supportive Services Qualifying Population when they meet one (1) of the following two (2) definitions:

1. Have an annual income that is less than or equal to 30% of the County Median Income (CMI) and are paying more than 50% of monthly household income toward housing costs (are severely cost burdened); or
2. Have annual income that is less than or equal to 50% of the CMI, and meet one (1) of the following conditions:
  - a. Moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - b. Living in the home of another because of economic hardship;
  - c. Have 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 persons reside per room, as defined by the U.S. Census Bureau; or
  - 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).

## **2) Screening & Expanded Coordinated Entry**

All HOME-ARP Supportive Services programs must use the Wisconsin Balance of State Continuum of Care's Expanded Coordinated Entry (ECE) to screen and identify Qualifying Population households. The HOME-ARP ECE is separate from the Coordinated Entry (CE) list and is located within HMIS and Non-HMIS databases (for victim service providers using a comparable HMIS database) used by the HUD-recognized Continuum of Care (CoC) for their service area. All Grantees are highly encouraged to place all potential HOME-ARP clients on the CE list if applicable.

## Establishing Expanded Coordinated Entry List

Each HOME-ARP Supportive Services Grantee will be required to utilize ECE in coordination with the HUD-recognized Continuum of Care (CoC) in their service area. A written agreement between the project and CoC must be established and maintained throughout the grant agreement period.

## Screening

Households will be screened by the ECE staff to ensure eligibility as a Qualifying Population. Screening will include the administering of a HOME-ARP Supportive Services application for applying households. The information collected must then be entered into the HMIS or Non-HMIS system for referral and prioritization to eligible HOME-ARP Supportive Services programs.. These documents must be saved in the household's file.

## Expanded Coordinated Entry Process for Qualifying Population Units

Generally, qualified applicants will be pulled from the ECE list in chronological order based on the date of their completed HOME-ARP Supportive Services application. The exception to this rule is when a Grantee has established a preference for a Qualifying Population (QP). Grantees may opt to select a QP preference from one (1) of the following QPs:

1. QP1: Households experiencing homelessness.
2. QP2: Households at risk of homelessness.
3. QP3: Households fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.

If a preference is selected, the preferred QPs will prioritize on the ECE list over the non-preferred QPs. Once all the preferred QPs are served, the non-preferred QPs will prioritize based on the submission date of their HOME-ARP Supportive Services application. A Grantee is not allowed to limit the clients they serve to a certain type of QP, or subtype. All QPs must be served if there is capacity.

## 3) Maximum Term of Supportive Services

Program participants cannot be required to accept additional services as a condition of receiving other HOME-ARP services. Program participants may request services at any time subject to availability and the HOME-ARP Supportive Services program's capacity.

Changes in income shall not impact a program participant's status as a Qualifying Population (QP). Once a household qualifies as a QP household, they hold that status and must be served by the HOME-ARP Supportive Services program until the earlier of the end of the Grantee's performance period, or June 30, 2030, or until the individual or family:

1. Voluntarily terminates HOME-ARP Supportive Services; or

2. Obtains needed supportive services from another source.

Otherwise, maximum service periods may be determined by the Grantee and must apply to all program participants. All Grantees must have a written maximum term of service policy. There may be different policies depending on the type of service being provided (example: rental assistance may have one policy and case management may have another).

## 4) Overview of Eligible Activities & Reimbursable Costs

Services may only be offered to eligible households (individuals or families). Eligibility must be documented prior to providing HOME-ARP Supportive Services funded services.

Supportive Services through HOME-ARP can be offered in conjunction with services provided via other funds so long as:

1. HOME-ARP isn't duplicating services provided (example: paying for rent, already paid by another funder is not allowable).
2. HOME-ARP isn't supplanting services provided by other funders (example: changing the funding source to HOME-ARP for a client who was receiving rent and who can still receive rent under the other funder is not allowable).

An example of how funding sources can work together for a client is: a client who is receiving Tenant-Based Rental Assistance (TBRA), could receive case management and childcare assistance from HOME-ARP because TBRA doesn't offer these supportive services.

Grantees must document what services clients are already receiving before providing HOME-ARP services (a [No Duplication of Benefits Form](#) to help with this can be found on [DEHCR's website](#)).

There are three (3) categories of eligible supportive services:

1. McKinney-Vento.
2. Homelessness Prevention.
3. Housing Counseling.

Grantees are required to track each of the three (3) categories of supportive services separately. McKinney-Vento and Homelessness Prevention funds will be awarded together because they can cover the same eligible costs (see [Eligible Program Costs/Services](#) for further details), but as these funds are spent, it must be tracked whether the funds are providing McKinney-Vento services or Homelessness Prevention services based on the type of QP household being assisted. If a QP1 household is being assisted, these funds should be tracked as McKinney-Vento services. If a QP2, QP3, or QP4 household is being assisted, these funds should be tracked as Homelessness Prevention services. Housing Counseling funds will be awarded separately, and regardless of the QP household type should be tracked as Housing Counseling funds as they are spent.

The cost of providing the direct services to the client, including the salary and fringe benefits for staff working directly with program participants, should be charged to the appropriate supportive service funds as outlined above. All other expenses should be charged to administrative funds.

Last, please note, reporting follows slightly different rules about how household activities should be tracked vs. financial tracking.

## 5) Eligible Program Costs

### McKinney-Vento & Homelessness Prevention Services

1. Assessment of service needs, and existing services secured by the individual or family.
2. Benefits and services navigation.
3. Food, limited to meals or groceries, for program participants.
4. Housing search and stability case management provided as part of a holistic case management package (not stand-alone), limited to:
  - i. Tenant counseling,
  - ii. Developing, securing, and coordinating services including federal, state, and local benefits.
  - iii. Monitoring and evaluating program participant progress.
  - iv. Providing information and referrals to other providers.
  - v. Developing an individualized housing and service plan.
  - vi. Housing search.
  - vii. Securing utilities.
  - viii. Making moving arrangements.
  - ix. Outreach to and negotiation with owners.
  - x. Assistance submitting rental applications and understanding leases.
  - xi. Landlord/tenant mediation.
  - xii. Credit counseling.
  - xiii. Payment of rental application fees.
    - (1) Fee must be charged to all applicants to be eligible.
5. Childcare, including providing meals and snacks, and comprehensive and coordinated developmental activities.
  - i. The childcare center must be licensed by the jurisdiction in which it operates.
  - ii. Children must be under the age of 13 unless the children have a disability.
  - iii. Children with a disability must be under the age of 18.
6. Education services, to improve knowledge and basic educational skills including:
  - i. Individual or group instruction or training in:
    - (1) Consumer education.
    - (2) Health education.
    - (3) Substance abuse prevention.
    - (4) Literacy.
    - (5) English as a Second Language.
    - (6) General Educational Development (GED).
  - ii. Screening, assessment, and testing.
  - iii. Tutoring.
  - iv. Provision of books, supplies, and instructional material.
  - v. Counseling.
  - vi. Referral to community resources.
7. Employment assistance and job training, including the costs of establishing and/or operating employment assistance and job training programs. Employment and job training programs may be provided in a classroom, online and/or as computer instruction, or as on-the-job instruction limited to:

- i. Services that assist individuals in acquiring learning skills, including 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, including:
    - (1) Employment screening, assessment, or testing.
    - (2) Structured job skills and job-seeking skills.
    - (3) Special training and tutoring, including literacy training and prevocational training.
    - (4) Books and instructional material.
    - (5) Counseling or job coaching.
    - (6) Referral to community resources.
  - iii. Reasonable stipends to program participants in employment assistance and job training programs.
- 8. Legal services, including participant intake, receiving, and preparing cases for trial, provision of legal advice, representation at hearings, and counseling, that are provided by a licensed attorney or a person under the direct supervision of a licensed attorney. Filing fees and other necessary court costs. Eligibility for legal services is based on where the incident the client is seeking legal services for occurred, not the location or the venue or where the client is currently residing. If the incident occurred within the State's service area, it is eligible if the following conditions are met too.
  - i. Fees based on the actual service performed (i.e., fee for service) are eligible only if the cost would be less than the cost of hourly fees. Retainer fee arrangements and contingency fee arrangements are prohibited.
  - ii. If the Grantee is a legal services provider and performs the services itself, the eligible costs are the Grantee's employees' salaries and other costs necessary to perform the services. All costs must be directly attributable to a HOME-ARP Supportive Services program participant.
  - iii. Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible.
  - iv. Legal services must be necessary to assist a qualifying household to obtain or retain housing and are limited to the following subject matters.
    - (1) Child support.
    - (2) Guardianship.
    - (3) Paternity.
    - (4) Emancipation.
    - (5) Legal separation.
    - (6) Orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking.
    - (7) Appeal of veterans and public benefit claim denials.
    - (8) Landlord-tenant disputes.
    - (9) Resolution of outstanding criminal warrants.
    - (10) Landlord-tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- 9. Life skills training, including 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, dating violence, sexual assault, stalking, human trafficking, substance abuse, and

homelessness. These services must be necessary to assist the program participant to function independently in the community. Life skills training includes:

- i. Budgeting resources and money management.
  - ii. Household management.
  - iii. Conflict management.
  - iv. Shopping for food and other needed items.
  - v. Nutrition.
  - vi. Using public transportation.
  - vii. Parent training.
10. Mental health services provided on an outpatient basis by licensed professionals that apply therapeutic processes to personal, family, situational, or occupational problems to bring about positive resolution of the problem or improved individual or family functioning or circumstances, limited to:
- i. Crisis interventions.
  - ii. Counseling.
  - iii. Individual, family, or group therapy sessions.
  - iv. The prescription of psychotropic medications or explanations about the use and management of medications.
  - v. Combinations of therapeutic approaches to address multiple problems.
11. Outpatient health services provided by licensed medical professionals to treat medical conditions, limited to:
- i. Analysis or assessment of a program participant's health problems and the development of a treatment plan.
  - ii. Assisting program participants to understand their health needs.
  - iii. Providing directly or assisting program participants 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. Necessary follow-up services.
  - vii. Preventive and non-cosmetic dental care.
12. Substance abuse treatment services by licensed or certified professionals to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors, limited to:
- i. Intake and assessment.
  - ii. Outpatient treatment.
  - iii. Group and individual counseling.
  - iv. Drug testing.
13. Transportation, limited to:
- i. The costs of program participant's travel on public transportation (including a cab/ taxi/ rideshare) or in a vehicle provided by the service organization to and from medical care, employment, childcare, or HOME-ARP eligible supportive services.
  - ii. Mileage allowance for service workers to visit program participants and to carry out housing inspections.
  - iii. The costs of staff to accompany or assist program participants to utilize public transportation.
14. Case management, including assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of program participant(s), limited to:
- i. Conducting an initial evaluation, including verifying and documenting eligibility.



- ii. Counseling.
  - iii. Developing, securing, and coordinating services.
  - 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, stalking, and human trafficking.
  - viii. Developing an individualized housing and service plan, including planning a path to permanent housing stability.
  - ix. Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.
15. Credit repair; credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
16. Landlord/Tenant liaison services between property managers/owners and program participants, limited to:
- i. Landlord outreach.
  - ii. Physical inspections as needed to secure units.
  - iii. Rental application fees and security deposits (following the financial assistance cost requirements).
  - iv. Coordination with other HOME-ARP eligible services to assist participants to maintain permanent housing.
17. Mediation: HOME-ARP Supportive Services funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
18. Outreach services: Activities to engage qualified populations for the purpose of providing immediate support and intervention, identifying potential program participants, limited to:
- i. Outreach worker's transportation costs and a cell phone.
  - ii. Initial assessment.
  - iii. Crisis counseling.
  - iv. Addressing urgent physical needs (such as providing meals, blankets, clothes, or toiletries).
  - v. Connecting and providing people with information and referrals to homeless and mainstream programs.
  - vi. Publicizing the availability of the housing and/or services available through the HOME-ARP program.

## McKinney-Vento & Homelessness Prevention Financial Assistance

HOME-ARP McKinney-Vento and Homelessness Prevention funds may be used to pay housing owners, utility companies, and other third parties for the following costs, as applicable:

- 1. Rental application fees: rental housing application fee that is charged by the owner to all applicants.
- 2. Short-term/medium-term rental assistance: can cover up to 24 months of rental payments over a 3-year period. First and last month's rent count towards the 24-month limit. Security deposits do not count towards the 24-month limit.

- i. The Grantee must have a written policy for providing rental assistance (plus utilities, if applicable) outlining the maximum length of support, the client payment requirements and what would trigger a reassessment of the amount of support.
- ii. The unit must be at or under fair market rent (FMR; includes rent and basic utilities; rates can be found at [HUDUser.gov](https://www.huduser.gov)) and comply with rent reasonableness. Compliance must be documented before rental payments are made.
- iii. The client must have a written legally binding lease between themselves and the owner. The lease must be signed before financial assistance is provided and a copy of the signed document must be kept in the client's file. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in 24 CFR § 92.359 apply including:
  - (1) Lead-Based Paint Disclosure form including the provision of a Lead Safety Pamphlet, unless the unit was built after 1978 and no child under 6 or pregnant woman will be in residence.
  - (2) VAWA Lease Addendum (HUD form 91067) if the content within the addendum is not already incorporated in the original lease agreement.
- iv. Notice of Occupancy Rights Under VAWA (HUD form 5380) and Certification of VAWA Incident Documentation (HUD form 5382) must be provided to the client and a signed receipt from the client must be collected and kept in the client's file.
- v. Rental Assistance Agreement must be signed between the client and the Grantee outlines:
  - (1) What specific assistance the client can expect based on a specific unit.
  - (2) Time period of support (must follow the limited outlined in this document, can be up to the end of the performance period or the Grantee's maximum period of support whichever is shorter).
  - (3) Who the assistance will be provided to (must be provided directly to the landlord, or utility company).
  - (4) What can impact the level/amount of assistance received and when the level/amount will be reviewed and potentially revised.
  - (5) What costs the client is responsible for cover (example: utilities not mentioned specifically in the agreement).
  - (6) When the client needs to provide updates to the Grantee (example: income changes, changes in housing status, moving in or out of the unit, etc).
- vi. The unit must pass a Habitability Inspection (per 24 CFR 576.403), including a Lead-Based Paint Inspection, and Carbon Monoxide Detector Inspection. Documentation of the unit passing these inspections must be kept in the client's file.
- vii. All of the above documentation must be completed before the Financial Assistance Agreement is signed between the owner and the Grantee. A signed copy of the Financial Assistance Agreement must be kept in the client's file. The Financial Assistance Agreement outlines the terms under which rental payments and utility payments (if utilities are provided by the owner) will be provided. The Financial Assistance Agreement must include:
  - (1) The provision that, during the term of the agreement, the owner must give the organization a copy of any notice to the client to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the client. The owner must serve written notice upon the client at least 30 days before termination of tenancy specifying the grounds for the action.

- (2) Each Financial Assistance Agreement that is executed or renewed must comply with the requirements in 24 CFR § 92.359 (Violence Against Women Act (VAWA)) including:
  - (i) Attaching VAWA lease addendum (HUD form 91067) to the lease (if the original lease does not already include this information) outlining all required elements:
    1. Right for the lease to be broken without penalty, if the tenant qualifies for an emergency transfer.
    2. Language that protects individuals from being denied access to housing and/or evicted from their housing on the basis of or as a direct result of being a survivor.
    3. Construction of lease terms and terms of assistance.
    4. Limitation of VAWA protections.
    5. Confidentiality requirements. Providing the notification of occupancy rights under VAWA (HUD form 5380), and certification form (HUD form 5382) when the client receives notification of eviction.
    6. The same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The agency is solely responsible for paying with non-HOME-ARP funds any late payment penalties that it incurs.
  - viii. After steps 2.i-2.vii have been completed, rental assistance can be provided. Paperwork must be redone annually.
  - ix. Many of the above-mentioned forms can be found on [DEHCR's website](#).
  - x. The Grantee cannot provide monthly rental assistance (or arrears, security deposits, application fees, etc.) associated with the Grantee's owned units as this would be a conflict of interest.
3. Security deposits can cover an amount that is equal to no more than 2 months' rent. This assistance is separate and distinct from the provision of financial assistance for first and last month's rent provided under this section and cannot be used to duplicate those costs. The security deposit must be provided as a grant (not a loan) and the owner must return the security deposit to the client minus any applicable damage costs. All of the requirements for rental assistance as outlined above 2.i-vii must be completed in order to provide security deposit assistance.
  - i. A security deposit does not count towards the 24-month rental assistance limit over a 3-year period.
4. First/last month's rent: can be provided if it is necessary for the client to obtain housing. The need must be documented. A form to help Grantees do this can be found on [DEHCR's website](#).
  - i. First/last month's rent can ONLY be paid when the security deposit is paid. It cannot be paid before or after. The amount cannot exceed 2 months rent total.
  - ii. All of the requirements for rental assistance as outlined above 2.i-2.vii must be completed to provide first/last month's assistance.
  - iii. First and last month's rent does count towards the 24-month rental assistance limit over a 3-year period.
5. Rental arrears: can cover a 1-time payment of up to 6 months of rental arrears plus associated late fees and charges, if it is necessary for the client to maintain their housing or for those without housing, to obtain housing. The need must be documented. A form to help Grantees do this can be found on [DEHCR's website](#).

- i. Arrears and associated late fees and charges can only be paid to the owner.
- ii. The client must have a signed lease, and a copy of the lease must be saved in the client's file along with documentation of the outstanding balance (arrears, fees, and charges).
  - (1) Rental arrears do not count towards the 24-month rental assistance limit.
  - (2) The unit does not have to be under FMR or comply with rent reasonableness.
- 6. Emergency transfer: if the client meets the conditions for an emergency transfer, the amount owed for breaking the lease to effectuate the emergency transfer can be covered.
  - i. Emergency transfer costs do not count toward the 24-month rental assistance limit.
- 7. Utility deposits can be covered if it is a standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided for all tenants).
  - i. Gas, electric, water and sewer can be covered.
- 8. Utility payments can cover up to 24 months of utility payments within a 3-year period per service. Gas, electric, water and sewer can be covered.
  - i. The Grantee must have a written policy for providing utility assistance, if it is provided as a stand-alone service, not in combination with rental assistance. This policy must outline the maximum length of support, the client payment requirements and what would trigger a reassessment of the amount of support. If providing utility payments as a stand-alone service, a Utility Assistance Agreement must be signed by the client and the Grantee and should cover:
    - (1) What specific assistance the client can expect.
    - (2) Time period of support.
    - (3) Who the assistance will be provided to (assistance must be provided directly to the utility company or the owner if utilities are covered by the owner).
    - (4) What type of utilities will be covered (gas, electric, water and/or sewer) and at what levels.
    - (5) What can impact the level/amount of assistance received and when the level/amount will be reviewed and potentially revised.
    - (6) What costs the client is responsible for covering.
    - (7) When the client needs to provide updates to the organization.

If utility payments are provided as part of the Rental Assistance Agreement a separate utilities only agreement is not needed.

- ii. Can only be provided if the client or a member of the household has an account in his/her name or proof of responsibility to make payments (example: cancelled checks). Documentation of this must be kept in the client's file.
- iii. Payments can only be paid to the utility company or to the owner (if utilities are paid by the owner).
- iv. Bills from utility companies for all payments made must be kept as backup along with documentation of payments made. If utilities are covered by the owner, the lease will need to clearly list which utilities are covered and which are not, and the cost structure (flat rate, metered etc.) for those utilities. A copy of the lease must be kept in the client file.
- v. Utility payments do not count towards the 24-month rental assistance limit.
- 9. Utility arrears can cover up to 6 months of arrears per service. Gas, electric, water and sewer are eligible.

- i. Can only be provided if the client or a member of the household has an account in his/her name or proof of responsibility to make payments (example: cancelled checks). Documentation of this must be kept in the client's file.
  - ii. Documentation of the arrears bill and payment made must be kept in the client's file.
  - iii. Payments can only be paid to the utility company. They cannot be made to owners.
  - iv. Utility arrears do not count towards the 24 months within a 3-year period utility payment assistance limit. Partial payment of a monthly bill counts as a full month.
10. Moving and storage costs: may cover moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

## Housing Counseling Services

Most of the eligible costs associated with housing counseling services under [24 CFR § 5.111](#) are eligible under the HOME-ARP Supportive Services program. However, homeowner assistance and related services are not eligible HOME-ARP Supportive Services program activities, including costs for the provision of services related to mortgages and homeownership to existing homeowners. Eligible costs are those costs associated with the services listed in [24 CFR Part 214](#) and include, but are not limited to:

1. Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME-ARP program participants.
2. Development of a housing counseling workplan.
3. Marketing and outreach.
4. Intake.
5. Financial and housing affordability analysis.
6. Action plans that outline what the housing counseling agency and the participant will do to meet the participant's housing goals and that address the participant's housing problem(s).
7. Follow-up communication with program participants.

Housing counseling provided for the following topics is ineligible under the HOME-ARP Supportive Services program:

1. Resolving or preventing mortgage delinquency, including, but not limited to default and foreclosure, loss mitigation, budgeting, and credit.
2. Home maintenance and financial management for homeowners, including, but not limited to: Escrow funds, budgeting, refinancing, home equity, home improvement, utility costs, energy efficiency, rights and responsibilities of homeowners, and reverse mortgages.

When agencies provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of "Housing Counseling", as defined in [24 CFR § 5.100](#), and therefore are not required to be carried out in accordance with the certification requirements of [24 CFR § 5.111](#). If services are provided as part of a larger set of holistic case management services, they can be billed to McKinney-Vento funds or Homelessness Prevention funds depending on the type of QP household being served.

## 6) Eligible Administrative Costs

Administrative costs are eligible under this program but are limited to no more than 15% of the total award. These funds may only be used to pay the costs of administering the HOME-ARP Supportive Services program. These funds can pay administrative costs such as, but not limited to, the cost of office space, office supplies, and salaries and fringe for agency-wide functions such as accounting. Please note these costs are required to follow the Grantee's allocation plan.

Salaries and fringe for staff providing direct services to clients can be billed to program funds.

## 7) Non-Reimbursable Costs

HOME-ARP Supportive Services funds may not be spent on the following:

1. Anything not explicitly stated as allowable under the grant terms.
2. Capital expenditures.
3. Alcoholic beverages.
4. Items that could be construed as entertainment, including social activities and tickets to movies, shows, sports events, or concerts, and any costs related to attending such events, whether or not admission is charged.

Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. If it is found a Grantee used grant funds for any of the above outlined non-reimbursable items/activities, the Grantee will be required to repay to DOA the dollars used for the non-reimbursable items/activities.

# Chapter 4: Administrative Requirements

## 1) Contractual Responsibility

Grantees must commit to providing the services mutually agreed upon in any grant agreement executed under the HOME-ARP Supportive Services program. Grantees providing supportive services may not subcontract.

Grantees that are providing administrative services only may subcontract. If these Grantees choose to subcontract, they may sub-contract to another public, private, or non-profit organization. The Grantee must maintain primary responsibility for all grant agreement terms and conditions. Further, if the Grantee decides to subcontract, they must ensure that all subcontracts list all program requirements identified in the Grantee's contract. A grantee must also monitor their sub-recipient at least once during the performance period to ensure compliance. This monitoring must include a review of participant files, procedures, policies, and financials as outlined in [Chapter 8: Annual Monitoring](#) of this Program Manual. The Grantee must also develop a payment process for

disbursing HOME-ARP Supportive Services payments within thirty (30) days of receiving the payment from DEHCR to the sub-recipient.

## 2) Contract Amendments

Grantees may amend their grant agreements only with written approval from DEHCR. To request a grant agreement amendment, HOME-ARP Supportive Services Grantees are encouraged to consult with the HOME-ARP Grant Specialist (contact information is available on [DEHCR's website](#)) and then electronically submit:

1. A written request defining and justifying the changes being requested.

DEHCR must receive all grant agreement amendment requests no later than thirty (30) days before the end of the performance period.

## 3) Homeless Management Information Systems or Comparable Database Requirements

As a condition of funding, Grantees are required to use either the Homeless Management Information System (HMIS) database or an HMIS comparable database (if they are a victim service provider).

A list of participants served in the HOME-ARP Supportive Services program must be able to be produced upon request. At minimum this participant list needs to show unique participant identifiers and entry and exit dates into the program. This report must be able to be pulled from HMIS or a comparable database. Grantees must maintain an accurate record of participants served and must comply with all HMIS participation requirements including attending applicable training throughout the performance period of the grant agreement.

These databases are used to measure the scope of homelessness in Wisconsin, track service delivery, and help evaluate the effectiveness of service interventions. Grantees will be required to provide Quarterly Reports and Annual Reports leveraging HMIS or an HMIS comparable database approved by DEHCR. See [Chapter 7: Reporting](#) of this Program Manual for further information.

## 4) Required Participant File Elements

A participant file must be created for each participant in the HOME-ARP Supportive Services program. The participant file must contain the following:

1. Screening documentation, initial assessment and/or application through the ECE process.
2. Documentation showing when the participant was added to the ECE list.
3. Documentation showing when the participant was pulled from the ECE.
4. Documentation certifying that services are not duplicated by another source.
5. Documentation of services provided and referrals made.
6. Participant signed receipt of receiving the program termination policy and procedure, as well as any correspondence related to a termination proceeding, if applicable.

7. If any financial assistance is provided (example: security deposits, utility arrears, etc.) using HOME-ARP Supportive Services funding, documentation of payments made showing the funds used, service/item paid for, time period covered, amount, check number) plus the documentation outlined in the [Eligible Program Costs/Services Section](#).

When sharing participants' files with DEHCR, all copies of security cards, driver's licenses, birth certificates, etc. must be removed. Copies of these documents should never be kept in participant files. All participants' files must be shared with DEHCR through secure means. They cannot be emailed.

## 5) Practices, Policies, Procedures & Documentation

In addition to compliance with the below General Policies (general policies for many of DEHCR's programs) and Program Policies (specific to the HOME-ARP Supportive Services program), the Grantee shall adhere to the requirements of [Notice CPD-21-10](#) as issued by HUD, [Waivers and Alternative Requirements for Implementation of the HOME American Rescue Plan \(HOME-ARP\) Program](#) as issued by HUD, and [24 CFR Part 92](#). DEHCR reserves the right to establish and revise the policies and procedures as necessary to administer the HOME-ARP Program.

### General Policies

1. **Accessibility practices/resources**

The Grantee is encouraged to have resources and practices in place to communicate with all potential beneficiaries including those with limited or no English proficiency. Further, facilities and programming should be accessible to people with disabilities including, but not limited to, people with vision loss, hearing loss, physical/mobility concerns, and learning disabilities.

2. **Amendment**

The Grantee understands that the Department will not entertain a request for an amendment to this Agreement within thirty (30) days of the end of the Performance Period.

3. **Anti-lobbying**

The Grantee shall comply with [Section 319 of Public Law 101-121](#) and [24 CFR Part 87](#). The Grantee shall maintain a file containing signed copies of [24 CFR 87, Appendix A, 'Certification Regarding Lobbying'](#), and [24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities'](#) for all contracts. Grantee is required to have a policy in place to ensure compliance with anti-lobbying requirements.

4. **Confidential, proprietary and personally identifiable information policy**

The Grantee must develop and implement written confidentiality procedures to ensure:

- i. All records containing personally identifying information of any person or family who applies for and/or receives HOME-ARP Supportive Services assistance will be kept secure and confidential.



- ii. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter assisted under the HOME-ARP Supportive Services program will not be made public except with written authorization of the person responsible for the operation of the program.
- iii. Grantee must develop and implement procedures to ensure the confidentiality of records pertaining to any person provided family violence prevention or treatment services under any project funded under the HOME-ARP Supportive Services program, including protection against the release of the address or location of any family violence shelter, except with the written authorization of the person responsible for the operation of that shelter.
- iv. The use or disclosure by any party of any information concerning eligible individuals who receive services for any purpose not connected with the administration of the program is prohibited except with the informed, written consent of the eligible individual, or the individual's legal guardian.

## 5. **Conflict of interest policy**

The Grantee must have and comply with organizational, individual, and procurement conflict of interest policies.

### i. **Organizational conflict of interest**

The Grantee must not condition HOME-ARP Supportive Services assistance on a participant's acceptance of housing or another good or service owned by the Grantee, a parent or subsidiary of the Grantee.

### ii. **Individual conflict of interest**

The individual conflict of interest regulations prohibit financial gain for self, family, or those with business ties. No person who exercises responsibility over HOME-ARP Supportive Services funded projects or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP Supportive Service funded projects may:

- (1) Obtain financial interest or benefit from an assisted activity;
- (2) Have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or
- (3) Benefit from an assisted activity, either for themselves or for those with whom they have family or business ties, during their tenure or during the one-year period following their tenure.

Therefore, the Grantee may not, with respect to individuals or families occupying housing owned by the Grantee, or any parent, affiliate, or subsidiary of the Grantee, administer financial assistance that includes rental payments, utility deposits, security deposits, or first and last month's rent.

### iii. **Procurement conflict of interest**

In the procurement of property and services, the conflict-of-interest provisions of [24 CFR § 92.356](#) apply. These regulations require the Grantee to maintain written standards governing the performance of its employees engaged in awarding and administering contracts. At a minimum, these standards must:

- (1) Require that no employee, officer, or agent of the Grantee shall participate in the selection, award, or administration of a contract supported by HOME-ARP Supportive Services funds if their participation would create a real or apparent conflict of interest.
- (2) Require that the Grantee employees, officers, and agents not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
- (3) Stipulate provisions for penalties, sanctions, or other disciplinary actions for violations of standards.

Grantee will be required to repay any HOME-ARP Supportive Services funds disbursed for which there is an identified conflict of interest unless an exception is granted by DEHCR.

**6. Debarred or suspended subrecipients or contractors**

Grantees shall not use Agreement funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any subrecipient or contractor during any period of debarment, suspension, or placement of ineligibility status.

**7. Drug free workplace policy**

The grantee is required to have a Drug Free Workplace Policy and procedures to carry out the policy as prescribed in [2 CFR Part 2429](#). The policy must include that DEHCR will be notified within ten (10) days after the Grantee receives notice that a covered employee (an employee supported with grant funds) has been convicted of a criminal drug violation in the workplace.

**8. Equity advancement & culturally responsive practices**

Grantees and Subrecipients (if applicable) are encouraged to identify any differences between the population of BIPOC (Black, Indigenous, People of Color) in its service territory compared to its clients. If differences are identified, strategies should be defined to help close the gap to be more culturally responsive to the populations identified in the analysis.

**9. Fair housing**

Grantees and Subrecipients (if applicable) shall comply with [Title VIII of the Federal Civil Rights Act of 1968 \(as amended\)](#), and [s. 106.50, Wis. Stats.](#), and any subsequent relevant laws or amendments.

**10. Faith based activities requirements or religious influence**

All HOME-ARP Supportive Services-funded activities must be administered in a manner that is free from religious influences and in accordance with the following principles:

- i. The Grantee must not discriminate against any employee or applicant for employment and must not limit employment or give preference in employment to persons based on religion.
- ii. The Grantee must not discriminate against any person applying for services and must not limit services or give preference to persons based on religion.

- iii. The Grantee must provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of programs or services funded under HOME-ARP Supportive Services.
  - (1) If Grantee conducts these activities, the activities must be offered separately in time or location from the programs or services funded under HOME-ARP, and participation must be voluntary for HOME-ARP Supportive Services program participants.

#### **11. Financial management**

All funding sources from DEHCR are to be tracked separately. Payroll expenses should include documentation from timesheet to paycheck. Timesheets should show hours spent on HOME-ARP Supportive Services eligible activities (differentiating between McKinney-Vento, Homelessness Prevention, Housing Counseling, and administrative costs) vs. other non-HOME-ARP Supportive Services activities. Shared administrative functions require an allocation plan detailing how only the portion of the Grantee's staff person's time or the resource dedicated to the HOME-ARP Supportive Services program was billed to the HOME-ARP Supportive Services grant. Any indirect costs billed to the HOME-ARP Supportive Services grant should follow standard accounting practices. Capital expenditures cannot be billed to the HOME-ARP Supportive Services grant. The Grantee should establish policies and procedures for keeping backup documentation on expenditures so it can be produced upon request.

#### **12. Financial statements**

The Grantee is required to provide access to financial statements and expenditure records upon request by representatives of Department of Administration (DOA), Department of Housing and Urban Development (HUD), and the Wisconsin Legislative Audit Bureau (LAB).

#### **13. Identification**

Grantees and Subrecipients (if applicable) cannot require third party documentation such as birth certificates or photo identification as a condition of immediately admitting an individual or family into emergency shelter or as a condition of receiving program services.

#### **14. Involuntary family separation**

Grantees and Subrecipients (if applicable) must have and implement an Involuntary Family Separation Policy, which includes the following:

- i. All individuals or groups of individuals regardless of age, gender identification, sexual orientation, and marriage status identifying as a family must be served as a family by any project which serves families.
- ii. There can be no documentation requirement or need for "proof" of family, gender identification, and/or sexual orientation. Examples of prohibited inquiry and documentation include but are not limited to parentage, birth certificates, and marriage certificates. The prohibition on inquiries or documentation does not prohibit inquiries related to an individual's gender for the limited purpose of determining placement in

- temporary, singles-only emergency shelters which are limited to one gender because they have shared bedrooms or bathrooms, or for determining the number of bedrooms to which a household may be entitled.
- iii. Families with children under the age of 18 must not be denied services based on the age of any child under age 18. For example, a family could not be denied assistance because there is a 16-year-old in the family.

**15. Monitoring**

The Grantee shall comply with monitoring visits and/or desk monitoring from DEHCR, HUD, and LAB for HOME-ARP Supportive Services program compliance.

**16. Non-discrimination and equal access policy for clients**

Grantees must have a policy expressing that discrimination against clients/potential clients based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, physical condition, disability, age (40 or older) or genetic information (including family medical history) is illegal and will not be tolerated. The policy should outline a way for clients/potential clients to report discrimination, and potential repercussions for those who engage in discrimination.

Grantees must have policies and practices to ensure clients have equal access to services regardless of sexual orientation, gender identity, family composition or marital status.

**17. Non-discrimination and equal opportunity policy for employees**

Pursuant to [Wis. Stats. § 16.765\(2\)](#), in connection with the performance of work under each Grantee's Agreement, Grantees must not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in [s. 51.01 \(5\)](#), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantees must agree to take affirmative action to ensure equal employment opportunities. Grantees must agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

**18. Record keeping & retention**

In general, Grantees must have policies and procedures in place to ensure all recordkeeping requirements are met, including those specified in [24 CFR 92.508](#) and [2 CFR Part 200 Subpart D - Record Retention and Access](#). The policies and procedures must be established in writing and implemented by the Grantee to ensure funds are used in accordance with these requirements. In addition, sufficient records must be established and maintained to enable DEHCR to determine whether program requirements are being met. Grantees, if not providing all services directly, must maintain a copy of any executed contract with any Subrecipients which relates to project activities. The program records for

the Grantee and Subrecipients (if applicable) must be maintained for a minimum of 5 years after the final expenditure under this contract.

Representatives of the State of Wisconsin, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of the Grantee and any Subrecipient to make audits, examinations, excerpts, and transcripts. ([24 CFR 92.508\(d\)](#)). Often the turnaround for file requests is short; therefore, files must be readily accessible so they can be provided quickly.

#### **19. Residency**

The Grantee shall not require individuals or families experiencing homelessness to be residents of the State of Wisconsin or locality to receive shelter and support services, nor shall the Grantee set differing allowed lengths of stay based on whether an individual or family experiencing homelessness are residents of the State of Wisconsin or locality.

#### **20. Trauma-informed care practices**

Recognizing that most HOME-ARP Supportive Services participants have experienced different types of traumas, the Grantee is required to have trauma-informed care practices in place. Trauma-informed care practices are defined as an approach to intervention and providing services that focus on how trauma may affect an individual's life and their response to receiving services in various systems. The Grantee shall provide training to its staff on trauma-informed care practices.

### **Program Policies**

#### **21. Expanded coordinated entry requirement**

Coordinated entry (CE) refers to a single place or process for people to access homelessness prevention, housing, and related services within a given Continuum of Care (CoC). HUD COCs are required to develop a system for CE. Traditional CE has been expanded for HOME-ARP Supportive Services to include the specific Qualifying Populations of the HOME-ARP program, and all HOME-ARP Supportive Services programs must participate in ECE in agreement with the Wisconsin Balance of State Continuum of Care.

#### **22. Maximum term of service policy**

Program participants are not required to accept supportive services as a condition of occupancy or tenancy and may request services at any time during occupancy or tenancy subject to availability as well as HOME-ARP Supportive Services time limitations. Changes in income do not impact a participant's status as a Qualifying Population. Once a household qualifies as a Qualifying Population household, they hold that status and must be served in the HOME-ARP Supportive Services program until the earlier of end of the Grantee's performance period, June 30, 2030, or until the individual or family:

- i. Voluntarily terminates HOME-ARP supportive services; or
- ii. Obtains needed supportive services from another source.

Otherwise, maximum service periods may be determined by the organization and must apply to all participants once they are designated as a Qualifying Population. The Grantee must have written maximum service policies in place.

**23. Participant prioritization documentation**

The Grantee must have written documentation outlining how eligible individuals and families will be prioritized within the Expanded Coordinated Entry (ECE) process, and how it will be decided which of those families ultimately enter the HOME-ARP Supportive Services program. While households who meet the Grantee's Qualified Population (QP) preference must be prioritized (if a QP was prioritized), all QPs must be served, once all preferred QP households have been served, in chronological order of the date the households were placed on the ECE list.

**24. Participant termination policy**

The Grantee must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, the Grantee must provide a formal process that recognizes the rights of individuals receiving assistance under due process of law. This process, at a minimum, must consist of:

- i. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
- ii. Written notice to the program participant containing a clear statement of the reasons for termination;
- iii. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- iv. Prompt written notice of the final decision to the program participant.

During this process, the Grantee must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the Grantee must provide meaningful access to persons with Limited English Proficiency (LEP). Termination does not bar the Grantee from providing further assistance at a later date to the same program participant.

**25. Process to ensure participant eligibility**

The Grantee must have a process in place to screen participants to ensure eligibility. The Grantee must ensure program participants are eligible and accepted based on Expanded Coordinated Entry Procedures and preferences.

# Chapter 5: Financial Management

## 1) Tracking of Funds

All funding sources from DOA are to be tracked separately. While all QP households are eligible to receive all supportive services, Grantees are required to track each of the three (3) categories of supportive services separately. McKinney-Vento and Homelessness Prevention funds will be awarded together because they can cover the same eligible costs (see [Eligible Program Costs/Services](#) for more information). However, as these funds are spent, it must be tracked whether the funds are providing McKinney-Vento services or Homelessness Prevention services based on the type of QP household being assisted. If a QP1 household is being assisted, these funds should be tracked as McKinney-Vento services. If a QP2, QP3, or QP4 household is being assisted, these funds should be tracked as Homelessness Prevention services. Housing Counseling funds will be awarded separately, and regardless of the QP household type they should be tracked as Housing Counseling funds.

The cost of providing direct services to the client, including the salary and fringe benefits for staff working directly with program participants, should be charged to the appropriate supportive service funds as outlined above. All other expenses should be charged to administrative funds.

Administrative costs are limited to no more than 15% of the total budget. Further, Grantees may only request up to 15% of the administrative funds awarded, prior to requesting funds against the other funding categories (McKinney-Vento, Homelessness Prevention, and Housing Counseling).

Grantees are required to provide access to financial statements, charts of accounts, and expenditure records upon request by representatives of DOA, HUD, and LAB.

HOME-ARP Supportive Services Housing Counseling Services projects, as defined in [24 CFR Part 5](#), require each participating housing counseling agency to maintain a recordkeeping and reporting system in accordance with [24 CFR § 214.315](#) and [24 CFR § 214.317](#). The system must permit HUD to easily access all information needed for a performance review.

## 2) Audit

The Grantee shall have a certified annual audit performed utilizing generally accepted accounting principles and generally accepted auditing standards. If an audit is required by federal law and if the Grantee is also the recipient of State of Wisconsin funds under the same or a separate contract program, then the State of Wisconsin funded programs shall also be included in the scope of the federally required audit. Governmental and non-profit Grantees, or their assignees, who have received State of Wisconsin funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by DOA. Audit reports are due to DOA within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

For more information on submission of the audit reporting package, please see the Department of Administration's Single Audit Compliance Supplement.

## Chapter 6: Quarterly Funds Disbursement & Financial Updates

Grantees may draw on HOME-ARP Supportive Services funds as reimbursement of expenditures. To initiate each payment, Grantees must complete and submit the HOME-ARP Payment Request form on or before the fifteenth (15th) of the month following the close of the quarter. Grantees are also allowed to submit monthly, on or before the fifteenth (15th) of the month, for the previous month's expenses. Grantees must submit at least one (1) Payment Request every quarter.

DEHCR reserves the right to not process Payment Requests until Quarterly Reporting and Quarterly Financial Updates have been submitted. Quarterly Reporting and Quarterly Financial Updates are due with submission of the Payment Request for the last month in the quarter's expenses, whether the Grantee submits Payment Requests quarterly or monthly. DEHCR reserves the right to change this policy.

The Quarterly Financial Update must cover two topics:

1. When the Grantee expects to draw on HOME-ARP Supportive Services funds next.
2. If the Grantee foresees any issues with spending the full amount awarded within the performance period.

Grantees will be expected to provide a Quarterly Financial Update until they have exhausted all funds. Similarly, Quarterly Reporting is due each quarter regardless of whether the Grantee is submitting a Payment Request or has already exhausted all funds.

Payment Requests must be submitted by email to [DOADEHCRFiscal@wisconsin.gov](mailto:DOADEHCRFiscal@wisconsin.gov) copying the HOME-ARP Grant Specialist (contact information is available on DEHCR's website). The subject of the email should follow the format below:

HOME-ARP Contract Number, Grantee Name, Quarter or Month/Year of Payment

Quarterly Financial Updates and Quarterly Reporting should be sent to the HOME-ARP Grant Specialist (contact information is available on [DEHCR's website](#)).

Grantees must submit final Payment Requests within sixty (60) days of the performance period end date of their grant agreement or termination thereof, whichever comes earlier. Payment Requests submitted after sixty (60) days of the end of the performance period or termination of the grant agreement will not be processed. Final reporting is due 15 days after the end of the performance period or termination of the Grant Agreement whichever comes earlier.

## Chapter 7: Reporting

The Grantee is required to submit quarterly reporting which must be received on or before the 15th of the month following the close of the quarter, plus a grant year-end report within fifteen (15) days of the performance period end date or the termination of the Grant Agreement, whichever comes earlier. The Department reserves the right to require additional information or reports as needed.



The Grantee must submit reporting for the entire performance period regardless of whether reimbursement is only requested for a portion of the performance period. Client data must be kept up to date within the database/s used. The Grantee is required to use HMIS or a HMIS comparable database if they are a victim service provider. If the Grantee is using HMIS, reporting will be pulled on their behalf by Institute for Community Alliances (ICA) and provided to the Grant Specialist. If the Grantee is using an HMIS comparable database, the Grantee will have to provide reporting directly to the Grant Specialist using the template provided. Contact information for the Grant Specialist is available on [DEHCR's website](#).

The quarterly reports and grant year-end report must include a chart for each of the following:

1. Supportive Services for Homeless Households
2. Supportive Services for Non-Homeless Households
3. Housing Counseling for Homeless Households (only applicable, if Housing Counseling is being provided as a stand-alone service by a certified HUD counselor)
4. Housing Counseling for Non-Homeless Households (only applicable, if Housing Counseling is being provided as a stand-alone service by a certified HUD counselor)

Each report must include the following datapoints:

*Provide counts for the number of households*

1. Total Households
2. New Households (since previous Quarter)
3. Veteran Households (households with any veteran members)

*Answer (4-10) based on the head of household*

4. Hispanic Households
5. White Households
6. Black Households
7. Asian Households
8. American Indian/Alaskan Native Households
9. Native Hawaiian/Pacific Islander Households
10. Other/Multi-Racial Households

*Provide counts for the number of households*

11. Household Size
  - i. 1 member
  - ii. 2 members
  - iii. 3 members
  - iv. 4 members
  - v. 5 members
  - vi. 6 members
  - vii. 7 members
  - viii. 8+ members
12. Household Type
  - i. Single, non-elderly
  - ii. Elderly (head of household or spouse is 62+)
  - iii. Single parent

- iv. Two parents
- v. Other
- 13. Qualifying Population at Entry
  - i. QP1 Homeless
  - ii. QP2 At-Risk of Homelessness
  - iii. QP3 Fleeing/Attempting to Flee Domestic Violence/Dating Violence/Sexual Assault/Trafficking/Stalking/Human Trafficking (Sex and Labor)
  - iv. QP4 Other Populations
- 14. Reason for Household Exiting (if applicable)
  - i. Chose to exit
  - ii. Terminated (not client's choice)
  - iii. Reached maximum service term
  - iv. Left for long-term institutional care facility
  - v. Jail/prison for greater than 30 days
  - vi. Deceased
  - vii. Other (will have to provide description)

## Chapter 8: Annual Monitoring

DEHCR will monitor the performance and requirements compliance of each Grantee at least annually. During the monitoring process, grantees should expect DEHCR to request all the documentation as outlined in [Chapter 3: Program Requirements](#), [Chapter 4: Administrative Requirements](#), and in [Chapter 5: Financial Management](#) of this Program Manual. The monitoring may be conducted either onsite or via desk monitoring. DEHCR reserves the right to change these monitoring requirements.

If the Grantee has sub-recipients, it is expected the Grantee will monitor the sub-recipients in the same way DEHCR will monitor the Grantee.

## Chapter 9: Resources

### 1) DEHCR's Website

[DEHCR's Website](#) offers additional resources including the following:

1. In-depth information on Qualifying Populations and documentation requirements.
2. Guides and policy templates.
3. Forms (examples: HOME-ARP Fair Market Rates (FMR) and Rent Reasonableness (RR) Compliance Form, HOME-ARP Household No Duplication of Benefits Form).
4. Links to Fair Market Rates (FMR) Look-Up Website.
5. State of Wisconsin HOME-ARP Allocation Plan.

6. Links to CPD 21-10 HOME-ARP Implementation Notice, and the Appendix: Waivers and Alternative Requirements for Implementation of HOME-ARP Program