

**Attachment E**  
**CoC FL-507 Requirements Related to Adoption of a Housing First Approach**

**1. Housing First Generally.**

- a. For purposes of this RFA, “Housing First” means a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions for eligibility.
  
- b. Instructions for the Project application that were incorporated into the 2019 HUD NOFA and that serve as the basis for this RFA further specify that:
  - i. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing, without barriers to entry, and without related preconditions that might lead to the Program Participant’s termination from the Project.
  
  - ii. Under a Housing First approach, supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing pre-determined treatment goals prior to permanent housing entry; however, participation in supportive services is based on the needs and desires of Program Participants.

**2. Denial of Eligibility for Service under a Housing First Approach.**

Applicant agrees that eligibility for or access to the Project will not be made contingent on any condition or restriction that is not essential for eligibility, including but not limited to:

- a. Failure to meet minimum income requirements;
- b. Poor credit or problematic financial history;
- c. Poor rental history or no rental history;
- d. Perceived lack of housing readiness;
- e. Current or past history of mental illness;
- f. Current or past history of substance use;
- g. Criminal record, with the exception of state- or federally-mandated restrictions;
- h. Failure to complete treatment or make progress on a service plan;
- i. Failure to participate in supportive services;
- j. Current or past history of domestic violence (e.g., lack of protective order, period of separation from abuser, law enforcement involvement);
- k. Disability or type of disability;
- l. Composition of the family, as defined by HUD for Equal Access purposes;
- m. Sexual orientation;
- n. Gender identity;
- o. Lack of transportation;
- p. Possessions or belongings;
- q. Project hours of intake or operation;
- r. Accompaniment by pets; or
- s. Any other activity not covered in a typical lease agreement executed in accordance with Florida

landlord-tenant laws.

### **3. Termination of Service under a Housing First Approach.**

Applicant agrees that eligibility for the Project will not be contingent on any condition or restriction that is not essential for eligibility, including those listed at Paragraph 2 above and the following:

- a. Loss of income or failure to increase income;
- b. Decision on the part of a domestic violence survivor to reunite with abuser; or
- c. Eviction, displacement, or relocation from a housing unit.

### **4. Additional Housing First Requirements.**

Applicant further agrees to take all reasonable steps to:

- a. Adjust or modify service intensity and duration as appropriate based on changes in Program Participants' needs or circumstances;
- b. Provide prospective and current Program Participants with disabilities with clear opportunities to request reasonable accommodations as part of the service delivery process;
- c. If providing Case Management services, in the event of an eviction, displacement, or relocation of a Program Participant from a housing unit, continue the service relationship and the provision of appropriate and necessary services unless/until Program Participant is transferred or terminated from service via the Registry Management process of the Coordinated Entry System (CES);
- d. Notify the CES-designated Point of Contact and assigned Case Manager within two (2) business days of becoming aware that:
  - i) an eviction action has been filed against any Program Participant, or
  - ii) a notice has been provided to any Program Participant that, without resolution, will imminently result in the filing of an eviction against the Program Participant; and
- e. Notify the CES-designated Point of Contract and assigned Case Manager within two (2) business days of becoming aware of an impending vacancy in any housing unit currently occupied by a Program Participant or the impending availability of a housing voucher or slot currently used by a Program Participant.

### **5. Exceptions to Housing First.**

Notwithstanding Paragraphs 2, 3, and 4 above, actions taken by the Applicant in direct response to the following shall not be considered incompatible with or a violation of a Housing First approach:

- a. Requirements imposed by local, state or federal laws;
- b. Documented, imminent threats to health and safety; or
- c. Exceptions mutually agreed upon in advance between Applicant and recipient.