

**Contract #2022-2023_PPR_Shelter
PPR-SHELTER PROGRAM CONTRACT BETWEEN “PACIFIC COUNTY” AND
“PENINSULA POVERTY RESPONSE”**

THIS CONTRACT is made and entered into this by and between Pacific County, hereinafter referred to as “COUNTY,” and Peninsula Poverty Response, hereinafter referred to as “CONTRACTOR.” The County and the Contractor are together referenced as the “Parties.” The Parties hereby agree to the following terms and conditions on _____, 2022:

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The purpose of this Contract is to provide emergency shelter to people who are experiencing homelessness within Pacific County through the Shelter Program. The Shelter Program uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly, as outlined in **EXHIBIT A - Statement of Work and Budget**.

TERMS AND CONDITIONS

THE TERM OF THE CONTRACT SHALL BE FEBRUARY 1, 2022 - JUNE 30, 2023.

1. **CONTRACT REPRESENTATIVES.** Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The Parties’ representatives are as follows:

A. For the Subgrantee:	B. For the County:
Nancy McAllister	Darian Johnson
President	Human Services Program Manager, Pacific County Public Health & Human Services
P.O Box 655 Ocean Park, WA 98640	7013 Sandridge Rd. Long Beach, WA 98631

2. **PAYMENT.** All payments will be made in accordance with the laws of the State of Washington. The COUNTY will issue payment(s) to CONTRACTOR monthly. Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not later than the 10th day of the month following the month services were provided and expenses incurred. The invoices must include a signature and date from the Contractor.
3. **RELATIONSHIP OF PARTIES.** The CONTRACTOR is an independent contractor and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
4. **ELIGIBLE USE OF FUNDS & COMPLIANCE.** Funding awarded under this Contract may only be used for eligible activities and expenses described in **EXHIBIT A - Statement of Work and Budget**, **EXHIBIT B - Department of Commerce Guidelines for the Shelter Program Grant**, and **EXHIBIT C - Department Of Commerce Contract** which is incorporated into this Contract.
5. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336.** The Subgrantee must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
6. **ACCESS TO DATA.** In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to the County, Department of Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.
7. **RIGHT OF INSPECTION.** At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the County, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Such inspection may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract.
8. **DATA SECURITY REQUIREMENTS.**
 - A. **Data Transport.** When transporting Confidential Information electronically, including via email the data will be protected by:

i. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;

ii. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.

B. Protection of Data. The contractor agrees to store data on one or more of the following medias and protect the data as described:

i. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

ii. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

iii. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

iv. Data storage on portable devices or media. Data shall not be stored by the Contractor on portable devices or media unless specifically authorized by the Special Terms and Conditions of the contract.

9. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION.

A. "Confidential Information" as used in this section includes:

i. All material provided to the Subgrantee by the County that is designated as "confidential" by the County;

ii. All material produced by the Subgrantee that is designated as "confidential" by the County; and

iii. All personal information in the possession of the Subgrantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of

government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Subgrantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subgrantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Subgrantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Subgrantee shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Subgrantee reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subgrantee shall make the changes within the time period specified by the County. Upon request, the Subgrantee shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Subgrantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure: The Subgrantee shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CRIMINAL BACKGROUND CHECK. A background criminal history clearance is required every three years for all employees, Subgrantees, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Subgrantee elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Subgrantee. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance. The Subgrantee must provide a copy of a background check, including any additional steps required, to the County within 2 weeks of the employee working under this Contract. A copy of the background check must be kept in the employee's personnel file.

11. REPORT ABUSE AND NEGLECT. The Contractor is a mandated reporter under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law. If the Contractor is notified by the County or DSHS that they are cited or on the registry for a substantiated finding

then the associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a child or vulnerable adult has occurred.
- 2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement.

12. POLITICAL ACTIVITIES. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508

13. PROHIBITIONS. The Contractor shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

14. SUBCONTRACTING. The Contractor may not enter into any subcontracts for services related to this contract.

15. INDEMNIFICATION.

A. Indemnification by Contractor. Contractor shall indemnify, defend and hold harmless the County, its officers, agents, employees, and volunteers from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Consultant's acts, omissions, or performance under this agreement, including any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees or agents, or damage to property occasioned by a negligent act, omission or failure of the Consultant. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Consultant waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

B. Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.

C. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

16. **INSURANCE.** Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

B. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$250,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract or any amendments thereto.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

17. **ASSIGNMENT.** The CONTRACTOR's obligations under this Agreement may not be assigned or transferred to any other individual or entity without the prior written consent of the COUNTY.

18. **DEBARMENT CERTIFICATION.** The Subgrantee hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Contract. Suspension and/or debarment of the Subgrantee from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

19. **MODIFICATION.** The parties may mutually agree to modify this Agreement. Any modification to the terms of this Agreement must be in writing and signed by both parties.

20. **TERMINATION.** The CONTRACTOR and the COUNTY has the right to terminate this Agreement as follows:

- a. The COUNTY may terminate this Agreement at any time and for any reason by submitting written notice of its intention to the CONTRACTOR at least thirty (30) days prior to the specified effective date of such termination. The COUNTY

may also terminate this Agreement with less than thirty (30) days' written notice if the CONTRACTOR has violated any of the provisions herein, federal, state or local laws, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory.

- b. The CONTRACTOR may terminate this Agreement upon submitting written notice of its intention to the COUNTY at least thirty (30) days prior to the specified effective date of such termination.
21. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.
22. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
23. **WAIVER.** The County's failure to enforce any provision of this Agreement shall not be construed as a waiver of limitation of the County's right to: 1) subsequently enforce and compel strict compliance with every provision of this Agreement; or 2) seek any and all legal remedies available to it based on the CONTRACTOR's breach or non-performance.
24. **GOVERNING LAWS.** This agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.
25. **DISPUTE RESOLUTION.** The parties agree to attempt to informally resolve any disputes regarding the terms of, or compliance with, this agreement. If, despite good-faith efforts to resolve a dispute, the dispute remains unresolved, either party may bring a court action to resolve the dispute.
15. **ATTORNEY'S FEES.** In the event either party files a court action in any trial or appellate court seeking enforcement of this agreement, the prevailing party shall be entitled to all court costs and reasonable attorney's fees.
16. **PUBLIC RECORDS ACT.** This Agreement and related records may be subject to public inspection pursuant to Washington's Public Records Act (RCW 42.56). To the extent that public records in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request for public records, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that they

claim to be confidential or proprietary. If the COUNTY receives a public records request to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by Public Record Act or is otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR of the request and the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to is performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

17. **ENTIRE AGREEMENT.** This Agreement including; **EXHIBIT A - Statement of Work and Budget, EXHIBIT B - Department of Commerce Guidelines for the Shelter Program Grant, and EXHIBIT C - Department Of Commerce Contract** contains the entire Agreement of the parties and there are no other promises or conditions or any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

18. **COUNTERPARTS.** This agreement may be executed in counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 202__.

CONTRACTOR
PENINSULA POVERTY RESPONSE

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

Date

Frank Wolfe, Chair

APPROVED AS TO FORM

Lisa Olsen, Commissioner

Prosecutor's Office WSBA #

Mike Runyon, Commissioner

ATTEST

Clerk of the Board

Exhibit A- Statement of work and Budget

Peninsula Poverty Response

Project - Shelter Program Grant

February 1, 2022 - June 30, 2023

Contract: #2022-2023_PPR_Shelter

Summary statement of work Shelter Program Grant

Peninsula Poverty Response (PPR) commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly. All services delivered under this contract must be in full compliance with the Department of Commerce Shelter Program Grant Guidelines.

A. Program Description

1. Overview

- a. Shelter program will serve individuals and families with children.
- b. Shelter program will add up to 3 beds.
- c. Shelter program will operate as a continuous stay.
- d. Shelter program beds will be operational by 2/1/2022.

2. Facility Type

- a. PPR will utilize hotel/motel beds for emergency shelter.
- b. The shelter program beds will be located in south Pacific County near Long Beach.
- d. Shelter residents will be provided meals and hygiene items, as available.

3. Racial Equity

- a. PPR will implement strategies to prevent racial inequities in who is served and program outcomes.

PPR will conduct outreach targeted to Communities of Color, including outreach and engagement with the Pacific County Immigrant Support Group, and school-based Family

Exhibit A- Statement of work and Budget

Resource Coordinators. PPR will also engage these groups to garner input regarding program design and to develop an outreach plan.

In addition, staff will be trained in Cultural Competency, use interpretation services and translate all materials into participants' native language.

PPR will conduct a regular review of HMIS data to compare enrollment in the program with demographic data to ensure no population is underserved.

4. Housing Focused Services

a. PPR will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.

PPR will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

PPR will engage with shelter residents on a minimum of a monthly basis, and more if resident needs necessitate additional contact.

All staff connected with the program will receive training in Mental Health First Aid, Adverse Childhood Experiences, Cultural Competency, and trauma informed approaches.

5. Diversion and Problem Solving

a. PPR will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

6. Outreach

a. PPR will provide outreach to unsheltered individuals. This will include the annual Project Homeless Connect event, via Pacific County Immigrant Support group, and through Family Resources Coordinators located in 5 of 6 Pacific County Schools. We will also work with the Jail Liaison, Community Based jail reentry liaison, and Therapeutic Courts Coordinator to conduct outreach to individuals experiencing homelessness who are also involved in the criminal justice system. We will work with Crisis Support Network to outreach to individuals and families fleeing domestic violence.

Exhibit A- Statement of work and Budget

7. Coordinated Entry Partnership

a. If the county or regional Coordinated Entry (CE) requires Emergency Shelters, Drop-In Shelters and Temporary Shelter sites to participate in the county or regional CE process, Emergency Shelters, Drop-In Shelters and Temporary Shelter Sites funded by the Shelter Program grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

Projects operated by Victim Service Providers are not required but may elect to participate in the county or regional CE process.

b. Shelter program will fill program openings through coordinated entry, referrals from other social service providers, or self-referrals from individuals and families seeking shelter. If referred by social service providers or self-referrals, staff will connect participants with CE in order to be assessed for more permanent housing options.

8. Administration

a. PPR will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency:

b. PPR commits to submitting Invoices for reimbursement (Guidelines: Fiscal Administration) by the 10th day of the month following the month services were provided and expenses incurred.

c. PPR commits to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).

d. PPR shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

Exhibit A- Statement of work and Budget

B. Performance

1. Requirements

a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.

b. PPR should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

Intervention Type	Performance Goal	HMIS Calculation	Performance Target[1]
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter[2]	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site[3]	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	Reduce Average Length of Stay	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

Exhibit A- Statement of work and Budget

c. Equitable Access and Housing Outcomes

1. PPR should ensure equitable access to the Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

d. Exit Destinations

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome

Exhibit A- Statement of work and Budget

Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome
Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing

Exhibit A- Statement of work and Budget

Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing

Exhibit A- Statement of work and Budget

Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

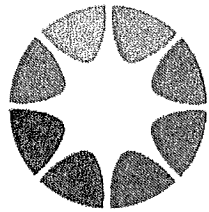
[1] The target is the level of desirable performance and is an indicator of a high performing project.

[2] Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

[3] A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

Contract #2022_2023_PPR_Shelter

Budget Categories	Original Grant Amount	
Post-Occupancy Operations (Up to \$56 per day per net additional bed)	\$	57,555.29
Total	\$	57,555.29



Washington State
Department of
Commerce

Guidelines

FOR THE

Shelter Program Grant

August 2020

Contents

1	Grant Basics	6
1.1	Overview	6
1.2	Program Purpose	6
1.3	Fund Source	6
2	Administrative Requirements of Lead Grantees.....	7
2.1	Training	7
2.2	Grant Management	7
2.2.1	Changes to Guidelines	7
2.2.2	Commerce Monitoring.....	7
2.2.3	Subgrantee Requirements	7
2.3	Fiscal Administration	8
2.3.1	Reimbursement Rates.....	8
2.3.2	Reimbursements.....	9
2.3.3	Budget Revisions.....	9
3	Allowable Expenses	10
3.1	Facility Support.....	10
3.2	Capital	10
3.2.1	Property Acquisition	10
3.3	Operations	10
3.3.1	Financial Assistance	10
3.3.2	Program Expenses.....	11
3.3.3	Ineligible Expenses.....	11
3.4	Administration	11
4	Allowable Interventions.....	12
4.1	Emergency Shelter.....	12
4.1.1	Shelter Program Models	12
4.2	Service Delivery	12
4.2.1	Rules and Policies.....	12
4.2.2	Housing Stability Focused Services and Planning	13
4.2.3	Diversion and Problem-Solving.....	13
4.2.4	Progressive Engagement.....	13

4.2.5	Street Outreach.....	14
4.2.6	Racially Equitable Access and Outcomes.....	14
4.2.7	Coordinated Entry.....	15
5	Facility Requirements	16
5.1	Facility Types.....	16
5.1.1	Emergency Shelter Facility.....	16
5.1.2	Temporary Shelter Site	16
5.1.3	Other Facility Types	16
5.2	COVID-19 Safety Measures	16
5.3	Health and Safety	16
5.4	Lead Based Paint.....	17
6	Additional Requirements	18
6.1	HMIS	18
6.1.1	Data Quality	18
6.1.2	Consent for Entry of Personally Identifying Information.....	18
6.2	Ineligible Use of Funds.....	19
6.3	Personal Identifying Information	19
6.4	Grievance Procedure	19
6.5	Termination and Denial of Service Policy.....	19
6.6	Records Maintenance and Destruction.....	19
6.7	Nondiscrimination	19
6.8	Accessibility	20
6.9	Providing Move-In Assistance	20
7	Appendices	21
7.1	Appendix A: Required Policies and Procedures	21
7.2	Appendix B: Performance Goals.....	21
7.2.1	Overview	21
7.2.2	Housing Outcome Performance Goals	21
7.2.3	Exit Destinations	22
7.2.4	Equitable Access and Outcomes	24
7.3	Appendix C: HMIS Data Quality.....	25
7.3.1	Completeness.....	25
7.3.2	Timeliness	26
7.3.3	Accuracy	26
7.3.4	Consistency	27
7.4	Appendix D: Requirements for Providing Move-In Assistance	27

7.4.1	Washington Residential Landlord-Tenant Act	27
7.4.2	Washington State’s Landlord Mitigation Law	27
7.4.3	Lead Based Paint	27
7.4.4	Rental Agreements	28

1. Grant Basics

1.1 Overview

The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent housing and positive destinations quickly.

Programs enact strategies to ensure racially equitable access and racially equitable outcomes at shelter exit, provide outreach to unsheltered individuals and provide housing stability focused services.

1.2 Program Purpose

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in WA State.

The Shelter Program Grant is a critical resource in the crisis response system.

People living unhoused become stably housed when the system is low barrier, trauma informed, culturally responsive and Housing First oriented. People living unstably housed become stably housed when the system is oriented toward problem solving conversations and personal advocacy to help people identify practical solutions based on their own available resources.

We expect Commerce grantees, including county governments and nonprofits, to be leaders in their crisis response systems, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.3 Fund Source

The Shelter Program Grant is funded by the Home Security Fund as appropriated by the Legislature.

2 Administrative Requirements of Lead Grantees

2.1 Training

Lead/subgrantees must identify staff for training. These staff should include staff that provide direct services and supervisors of direct service staff.

The following trainings are required at least every three years and attendance must be documented:

- ✓ Trauma Informed Services
- ✓ Racial Equity
- ✓ LGBTQ+ competency

Other recommended trainings include:

- ✓ Mental Health Training
- ✓ Supporting individuals harmed by domestic violence
- ✓ Local coordinated entry (CE) policies and procedures as required by lead CE entity
- ✓ Diversion and Problem-Solving
- ✓ Landlord Engagement in Rapid Rehousing
- ✓ Crisis intervention
- ✓ Professional boundaries
- ✓ De-escalation
- ✓ Case management

Online trainings including Progressive Engagement for Programs and Systems, Working With Survivors of Domestic Violence and Introduction to Problem Solving (Diversion) are accessible on the [Department of Commerce website](#).

In addition, lead/subgrantee staff are highly encouraged to attend the annual [Washington State Conference on Ending Homelessness](#).

Costs to attend trainings are an eligible program expense (see [Section 3.3 Operations](#)).

2.2 Grant Management

2.2.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will receive revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.2.2 Commerce Monitoring

Commerce will monitor lead grantees' grant activities. Lead grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

2.2.3 Subgrantee Requirements

All subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with the Shelter Program Grant.

2.2.3.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the Shelter Program Grant guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting Shelter Program Grant funds to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site) and the program requirements being reviewed.

The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities and monitoring frequency.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

2.3 Fiscal Administration

2.3.1 Reimbursement Rates

- ✓ Commerce will reimburse for new beds¹ created on and after January 1, 2020.
- ✓ Commerce will reimburse up to \$56 per day net additional person sheltered above the baseline of shelter occupancy prior to the award of funding.
- ✓ Commerce will reimburse up to \$10,000 per shelter bed prior to occupancy for costs associated with creating additional shelter capacity or improving existing shelters to improve occupancy rates and positive outcomes.

The following table compares the billable budget categories to the allowable expenses.

Budget Categories	Applicable Rates	Allowable Expenses
Pre-Occupancy	\$10,000 per bed prior to occupancy	Facility Support Capital
Post-Occupancy Operations	\$56 per day per bed	<i>Acquisition (pre-occupancy only)</i> Operations Admin

¹ Examples of new beds include tents converted to tiny shelters/homes, seasonal or temporary beds converted to permanent beds or nightly drop-in beds converted to 24-hour beds.

2.3.2 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the lead grantee contracted Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

2.3.2.1 Back-up Documentation

All invoices must include the Shelter Program Enrollment Report. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.

2.3.3 Budget Revisions

A contract amendment may be required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.

3 Allowable Expenses

3.1 Facility Support

- ✓ Lease, master lease or rent payment on a building used to provide emergency shelter
- ✓ Hotel/Motel payments on a building or room used to provide emergency shelter
- ✓ Utilities
- ✓ Maintenance and repair
- ✓ Security and janitorial services
- ✓ Essential facility equipment and supplies
- ✓ On-site and off-site management costs
- ✓ Mortgage payments
- ✓ Other expenses as approved in advance by Commerce

3.2 Capital

- ✓ Construction
- ✓ Capital improvements
- ✓ Other expenses as approved by Commerce

3.2.1 Property Acquisition

- ✓ Property acquisition (only billable to Pre-Occupancy)

3.3 Operations

Operations expenses are directly attributable to the Shelter Program.

- ✓ Salaries and benefits for staff costs
- ✓ Office space, utilities, supplies, phone, Internet, and training
- ✓ Equipment
- ✓ Shelter supplies

3.3.1 Financial Assistance

Financial assistance must be paid directly to a third party on behalf of the household.

3.3.1.1 Move-in Costs

One-time move-in costs may be paid to assist participants in moving into permanent or transitional housing destinations. Eligible costs include:

- ✓ First and last months' rent
- ✓ Housing security deposits
- ✓ Utility deposits
- ✓ Incentives paid to landlords
- ✓ Application fees, background check fees, credit check fees
- ✓ Other costs as approved in advance by Commerce

3.3.1.2 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses which directly help a participant to obtain or maintain housing or meet essential household needs.

Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items.

Flexible Funding payments must be paid directly to a third party on behalf of the household.

3.3.1.3 Ineligible Expenses

- ✓ Ongoing rent/utility payments
- ✓ Retailer or merchant gift cards, vouchers or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol or tobacco products.

3.3.2 Program Expenses

- ✓ Intake and assessment
- ✓ Housing support services
- ✓ Outreach services
- ✓ Data collection and entry
- ✓ General liability insurance and automobile insurance
- ✓ Other costs as approved in advance by Commerce

3.3.3 Ineligible Expenses

- ☒ Replacement or operating reserves

3.4 Administration

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to the Shelter Program.

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses and operations and maintenance

All amounts billed to administration must be supported by actual costs. This means:

- ✓ Billed directly, such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

4 Allowable Interventions

4.1 Emergency Shelter

Emergency shelter provides short-term temporary shelter (lodging) for people experiencing homelessness.

4.1.1 Shelter Program Models

4.1.1.1 Drop-In Shelters

Drop-In Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis.

4.1.1.2 Continuous-Stay Shelter

Continuous-Stay Shelters offer living arrangements where households have a room or bed assigned to them throughout the duration of their stay.

4.2 Service Delivery

Shelter Programs provide services oriented toward bringing people experiencing unsheltered homelessness inside, and exiting shelter participants to permanent housing and positive destinations quickly.

4.2.1 Rules and Policies

Shelter Programs must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Shelter programs must have flexible intake schedules and require minimal documentation. At the minimum, people must not be screened out based on the following criteria:

- ✓ Having little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with criminal justice system²
- ✓ Having active or a history of alcohol and/or substance use³
- ✓ Having been impacted or affected by crime
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking identification or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of "housing readiness", including resistance to receiving services
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program

Shelters may not have stay limits. Participants must not be exited to homelessness solely due to the number of days residing in shelter.

² Shelter Programs serving families with children may screen participants for sex offenses.

³ Sobriety/recovery focused Shelter Programs may limit enrollment to individuals seeking a sober/recovery focused environment.

Shelter Programs must not require participants to pay a share of rent or program fees.

Participants must not be terminated from the program for the following reasons:

- ✓ Failure to participate in supportive services or treatment programs
- ✓ Failure to make progress on a housing stability plan
- ✓ Alcohol and/or substance use in and of itself is not considered a reason for termination⁴

If a participant is terminated from the Shelter Program due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the Shelter Program at a later date when the behavior has resolved.

4.2.2 Housing Stability Focused Services and Planning

Shelter Programs must offer housing stability focused services. Housing stability focused services are driven by the needs of the participant, are flexible, use a strengths-based approach and focus on obtaining stable housing.

Shelter Programs should assess each participant's needs and facilitate planning for stable housing. Assessments and housing stability planning should be documented.

Services may also include:

- ✓ Housing Identification Services: Recruit landlords to provide housing for Shelter Program participants and assist households with securing housing.
- ✓ Financial Assistance: Provide assistance to cover move-in costs and deposits.
- ✓ Case Management and Services: Provide services and connections to community resources⁵ that help participants obtain housing.

4.2.3 Diversion and Problem-Solving

Shelter Programs must employ Diversion and Problem-Solving. Diversion is a creative problem-solving approach to help participants resolve their housing crisis, ideally before entering the crisis response system. Diversion uses exploratory conversations to help participants identify realistic housing options based on their own resources. Diversion is often accompanied with short-term services including one-time financial or move-in assistance.

Diversion approaches are utilized prior to Shelter Program enrollment and throughout a participant's shelter stay.

4.2.4 Progressive Engagement

Shelter Programs must employ a Progressive Engagement approach in service delivery. Progressive Engagement means:

⁴ Does not apply to sobriety/recovery oriented Shelter Programs.

⁵ Community resources include behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

- ✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent re-assessment determines the need for additional services.
- ✓ Services are individualized and responsive to the needs of each participant.
- ✓ Participants exit to permanent housing or other positive destinations as soon as possible.
- ✓ Having already received assistance does not negatively impact a participant's eligibility if they face homelessness again.

4.2.5 Street Outreach

Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for the primary purpose of bringing them inside.

Shelter Programs must ensure street outreach is provided to people experiencing unsheltered homelessness with the goal of bringing them inside to the Shelter Program.

Street outreach must be linked to the county or regional CE by either performing mobile CE services (e.g. assessment) or by providing referrals to CE.

4.2.6 Racially Equitable Access and Outcomes

Shelter Programs must develop and implement strategies to prevent racial inequities in who is served and program outcomes. At a minimum, strategies must include:

- ✓ Hiring and promoting both frontline and management staff who reflect the racial, cultural and language demographics of the population being served.
- ✓ Implementing inclusive programming by intentionally seeking and utilizing input from the population being served.

Additional recommended strategies to promote equity in services:

- ✓ Affirmatively market the program.
- ✓ Outreach to and develop meaningful connections with Tribal communities, farmworkers and other marginalized communities.
- ✓ Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- ✓ Translate all documents and marketing information (including website) into the most common languages spoken in the community.
- ✓ Offer flexible intake processes such as mobile, virtual and outreach-based intake.
- ✓ Ensure direct service staff have relevant cultural competency training and educational materials.

4.2.7 Coordinated Entry

Shelter Programs are not required but may elect to participate in the county or regional CE process.⁶ To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, Shelter Programs should refer clients to CE when their needs cannot be met by the project.

Shelter Programs that elect to participate in the county or regional CE process must have a procedure that documents the referral process and comply with the Washington State Coordinated Entry Guidelines.

⁶ If the county or regional CE requires Emergency Shelters and Drop-in Shelters to participate in the county or regional CE process, Emergency Shelters and Drop-in Shelters funded by the Shelter Program Grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

5 Facility Requirements

5.1 Facility Types

5.1.1 Emergency Shelter Facility

An Emergency Shelter Facility is defined as a building locally permitted to provide emergency shelter for people experiencing homelessness. This includes re-use of existing buildings and new buildings. This designation requires a certificate of occupancy issued by the local jurisdiction.

5.1.2 Temporary Shelter Site

A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites or hosted encampments are examples of Temporary Shelter Sites. This designation requires use approval, as required by the local jurisdiction. This could be conditional or temporary use permits, or a zoning letter stating approvals required.

Temporary shelter structures referred to as “tiny shelters” or “tiny homes” are allowable facility types, in addition to other models approved by Commerce.

5.1.3 Other Facility Types

Hotels, motels, dormitories and efficiency dwelling units or apartments are allowable types of shelter facilities. Local permitting and occupancy requirements must be followed, as applicable.

Shelter Programs utilizing hotel/motels must ensure access to beds each day the program is operational.

5.2 COVID-19 Safety Measures

All shelters must implement applicable recommendations provided by the Washington State Department of Health and Centers for Disease Control and Prevention Guidance for Shared or Congregate Housing. Shelter facilities must obtain approval by the relevant local public health jurisdiction, Public Health Officer, County Medical Director or Department of Public Health Director prior to occupancy of the shelter.

5.3 Health and Safety

All shelter facilities must be structurally sound to protect occupants from the elements and not pose any threat to health or safety. Space and privacy in sleeping areas must ensure privacy and dignity.

Shelter facilities must be accessible for people who use wheelchairs or mobility devices and must provide reasonable accommodations, as needed.

All shelter facilities must provide:

- ✓ Access to hygiene facilities, including toilets, handwashing and garbage containers, all of which are serviced frequently
- ✓ Access to storage for the belongings of shelter guests
- ✓ Janitorial service/cleaning which ensures shelter space is hygienic and comfortable

- ✓ A bed for each participant that is in good condition with a clean and comfortable mattress, including bed linens⁷
- ✓ Cribs, bassinets and infant formula for participants with minor children, as needed

Shelter facilities should also provide:

- ✓ Personal hygiene products
- ✓ Access to kitchen facilities including a sink, refrigerator, stove, garbage containers and eating and cooking utensils
- ✓ Food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices
- ✓ Access to laundry facilities

5.4 Lead Based Paint

To prevent lead poisoning in young children, lead/subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M and R.

⁷ Not required for hosted encampments. Sites utilizing tents must include clean, comfortable and warm sleeping accommodations, such as a sleeping bag and pad or cot.

6 Additional Requirements

6.1 HMIS

Shelter Programs must enter participant data into the Homeless Management Information System (HMIS) in accordance with the most current HMIS Data Standards.

6.1.1 Data Quality

Shelter Programs are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy and consistency.

For detailed data quality requirements see Appendix E: HMIS Data Quality.

6.1.2 Consent for Entry of Personally Identifying Information

6.1.2.1 Identified Records

- ✓ Personally identifying information (PII)⁸ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the participant is seen in person.

6.1.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation
- ✓ Minors under the age of 13 with no parent or guardian available to consent to the minor's information in HMIS
- ✓ Households in programs which are required by funders to report HIV/AIDS status

6.1.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of participants is not specifically required, the HIV/AIDS status must not be entered in HMIS.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your community, those data should not be entered for anonymous records.

⁸ PII includes name, social security number, birthdate, address, phone number, email and photo.

6.2 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible expenses. Reasonable attempts must be made to prevent ineligible use of funds.

6.3 Personal Identifying Information

Personal identifying information must never be sent electronically unless sent via a secure file transfer. Request secure file transfer login credentials from Commerce.

6.4 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the participant's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how participants can request a review or report concerns
- ✓ Be accessible to all participants seeking or receiving services

6.5 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure participants are made aware of the grievance procedure

6.6 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

6.7 Nondiscrimination

Lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Lead/subgrantees must comply with the Washington State Law against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

Lead/subgrantees must comply with the Federal Fair Housing Act and its amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race,

color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Lead/subgrantees serving households with children must serve all family compositions. If a program operates gender-segregated facilities, the program must allow the use of facilities consistent with the participant's gender expression or identity.

Local nondiscrimination laws may include additional protected classes.

6.8 Accessibility

Lead/subgrantees must ensure effective communication with people with disabilities, including access to all appropriate auxiliary aids and services necessary (e.g. braille, large type, assistive listening devices and sign language interpreters).

Lead/subgrantees must ensure effective communication with people who speak other languages, have limited English proficiency, and/or have limited literacy abilities, as is locally appropriate.

6.9 Providing Move-In Assistance

Lead/subgrantees providing move-in assistance must ensure participants receiving move-in assistance have rental agreements in place prior to move-in and provide information on the Washington Residential Landlord Tenant Act. See Appendix D: Requirements for Providing Move-In Assistance for detailed requirements.

7 Appendices

7.1 Appendix A: Required Policies and Procedures

- ✓ Coordinated Entry Procedure, if applicable (Section 4.2.7)
- ✓ Grievance Procedure (Section 6.4)
- ✓ Termination and Denial of Service Policy (Section 6.5)

7.2 Appendix B: Performance Goals

7.2.1 Overview

Performance measures help evaluate the effectiveness of the Shelter Program Grant. The current contract period will serve to gather baseline data and may inform renewal of Shelter Program Grant funding.

Projects are not required to meet or make progress towards performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.

Commerce has identified the following as the most critical performance measures for the Shelter Program:

- ✓ Increasing Exits to Permanent Housing
- ✓ Increasing Percent Exits to Positive Outcomes
- ✓ Reducing the Length of Stay
- ✓ Equitable Access and Outcomes

7.2.2 Housing Outcome Performance Goals

Lead/subgrantees should aim to improve the housing outcomes of Shelter Program Grant participants. For each intervention type funded by the Shelter Program Grant, lead/subgrantees should adopt the following performance goals.

Intervention Type	Performance Goal	HMIS Calculation	Performance Target ⁹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ¹⁰	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%

⁹ The target is the level of desirable performance and is an indicator of a high performing project.

¹⁰ Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

Site ¹¹			
All	Reduce Average Length of Stay	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS	Not established

7.2.3 Exit Destinations

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-In ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome

¹¹ A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites or hosted encampments are examples of Temporary Shelter Sites.

Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

7.2.4 Equitable Access and Outcomes

Lead/subgrantees should ensure equitable access to the Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable Access

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Access Data Example:

	Percent of Total in Poverty in Community X	Percent of Total enrolled in Shelter Program
American Indian and Alaska Native	5%	1%
Asian	4%	4%
Black or African American	10%	1.2%
Hispanic or Latinx (of any race)	30%	5%
Native Hawaiian and Other Pacific Islander	1%	0.8%
White (Non-Hispanic / Non-Latinx)	50%	88%

This example data indicates that access to the Shelter Program is not racially equitable. American Indian and Alaska Native, Black or African American and Hispanic or Latinx community members are not accessing the Shelter Program at the expected rate.

Equitable Housing Outcomes

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

Outcome Data Example:

	Percent of exits to Permanent Housing
<i>All Program Participants</i>	55%
American Indian and Alaska Native	43%
Asian	58%
Black or African American	40%
Hispanic or Latinx (of any race)	54%
Native Hawaiian and Other Pacific Islander	50%
White (Non-Hispanic / Non-Latinx)	60%

This example data indicates that Shelter Program outcomes are not racially equitable. American Indian and Alaska Native, Black or African American, and Native Hawaiian and Other Pacific Islander shelter participants are exiting to permanent housing at a significantly lower rate than White shelter participants.

7.3 Appendix C: HMIS Data Quality

Shelter Programs are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy and consistency.

7.3.1 Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements.

Shelter Programs are expected to collect **first name, last name, date of birth, race and ethnicity** from participants that give consent on the HMIS consent form. **Shelter Programs will never require a participant to provide this information even if they have consented, but should gather it to the best of their ability.**

All participants, consenting and non-consenting, must have complete **prior living situation and exit destination** data.

Examples of incomplete entries:

Incomplete Entries	
Data Element	Incomplete if...
Name*	[Quality of Name] field contains Partial, Street name, or Code name, Client doesn't know, Client refused or Data not collected; or [First Name] or [Last Name] is missing.
Date of Birth*	[Quality of DOB] field contains Approximate, Partial DOB reported, Client doesn't know, Client refused or Data not collected; or [Date of Birth] is missing.
Race*	[Race] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Ethnicity*	[Ethnicity] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Prior Living Situation	[Prior Living Situation] is client doesn't know, client refused, data not collected, or is missing.
Destination	[Destination] is Client doesn't know, Client refused, No exit interview completed, Data not collected, or is missing.

*Only measured for consenting participants.

Expected completeness measures for project types:

Data Element	Emergency Shelter	Night-by-Night/Drop-in Emergency Shelter
Name*	85%	80%
Date of Birth*	85%	80%
Race*	85%	80%
Ethnicity*	85%	80%
Prior Living Situation	85%	80%
Destination	80%	50%

*Only measured for consenting participants.

7.3.2 Timeliness

Participant data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting.

Shelter Programs must enter/update project participant data in HMIS **within 14 calendar days** following the date of project enrollment/exit.

Counties not using the State HMIS (data integration counties), must work with the HMIS Manager to provide full CSV exports every six months. When Commerce is able to accept monthly imports, Counties must upload data to the State's HMIS using XML or CSV schema compliant with current HUD HMIS Data Standards. Uploads must occur no later than the 30th calendar day following the end of each month. Counties not able to export and upload data to the State HMIS using an approved format must use the State HMIS for direct data entry.

7.3.3 Accuracy

Data entered into HMIS must reflect the real situation of the participant as closely as possible.

Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each participant's story.

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates.
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.
Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.
Project Population Specifics	Ensure that projects only serving individuals only enroll individuals and not multi-person households. Ensure that projects only serving families with children only enroll families with children. Ensure that projects only serving clients of a specific age range only enroll clients of that age range.

7.3.4 Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project.

All data will be collected, entered and stored in accordance with the Agency Partner Agreement.

All data elements and responses will be entered per the HUD data Standards Manual. To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS.

Participants who refuse consent must be made anonymous per Department of Commerce Guidance and the consent refused client entry guide.

7.4 Appendix D: Requirements for Providing Move-In Assistance

7.4.1 Washington Residential Landlord-Tenant Act

Lead/subgrantees must provide information on the Washington Residential Landlord Tenant Act (RCW 59.18) to participants receiving rent assistance.

For more information on this law, visit Washington Law Help, housing page, tenant rights at www.washingtonlawhelp.com.

7.4.2 Washington State's Landlord Mitigation Law

Washington State's Landlord Mitigation Law (RCW 43.31.605) became effective on June 7, 2018 to provide landlords with an incentive and added security to work with tenants receiving rental assistance. The program offers up to \$1,000 to the landlord in reimbursement for some potentially required move-in upgrades, up to fourteen days' rent loss and up to \$5,000 in qualifying damages caused by a tenant during tenancy. A move in/move out condition report is required for a landlord to receive reimbursement.

For more information, please visit the Commerce Landlord Mitigation Program website.

7.4.3 Lead Based Paint

For ALL properties constructed prior to 1978, landlords must provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available on the EPA's website.

It is recommended that Shelter Programs providing move-in assistance also share this information with participants.

7.4.4 Rental Agreements

Shelter Programs must ensure one of the following types of agreements are in place if move-in assistance is paid on behalf of a participant: Intent to Rent, Lease or Certification of Payment Obligation.

7.4.4.1 Intent to Rent

At a minimum, an Intent to Rent form must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Rent rate
- ✓ Signature of landlord/date

7.4.4.2 Lease

At a minimum, the lease or rental agreement between the participant and the landlord must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

7.4.4.3 Certification of Payment Obligation

A *Shelter Program Certification of Payment Obligation Form* is required for rent subsidies paid to a friend or family member who is not in the business of property management.