

***SUBRECIPIENT Agreement #CCAP\_Permanent Supported Housing***

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Pacific County, hereinafter referred to as "COUNTY," and **Coastal Community Action**, hereinafter referred to as "SUBRECIPIENT," a nonprofit corporation with federal 501(c) (3) nonprofit status. The COUNTY and the SUBRECIPIENT are together referenced as the "Parties." For and in consideration of the mutual benefit derived, the Parties hereby agree to fulfill the following respective duties diligently and to perform the following respective services by all of the conditions, terms, requirements, and regulations of the Agreement.

The purpose of this agreement is to implement, coordinate, and provide the Housing & Urban Development (HUD) and Washington State Department of Commerce Permanent Supported Housing programs for individuals with disabilities and who are experiencing chronic homelessness in Pacific County. All services provided under this agreement must be in full compliance with all funder requirements, including Exhibit A- HUD Continuum of Care Program Grant Agreement, Exhibit B- McKinney Vento Homeless Assistance Act, Exhibit C- Consolidated Homeless Grant Guidelines, Exhibit D- Pacific County 5-year Plan to Reduce Homelessness, and Exhibit E- Statement of Work. Funding for these services is outlined in Exhibit F- Budget and is provided through:

- A. HUD McKinney Vento Continuum of Care (COC) Grant Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and the Continuum of Care Program Rule (the "Rule") 24 CFR Part 578. HUD COC funds are federal pass-through funds from the U.S. Department of Housing and Urban Development (HUD), CFDA #14.267 Continuum of Care Program. SUBRECIPIENT is a sub-recipient of agreement #WA0352LOT011702 between the U.S. Department of Housing and Urban Development and Pacific County. The total amount awarded from HUD to the recipient (Pacific County) is \$227,594; of that, \$220,150 is committed and obligated as a sub-award to SUBRECIPIENT. The federal award date between HUD and Pacific County is October 1, 2022. These are not subject to R&D; AND
- B. Washington State Department of Commerce Consolidated Homeless Grant Permanent Supported Housing Program Guidelines; AND
- C. Pacific County Document Recording Fees governed by RCW 36.22.179 and the Pacific County 5-Year Plan to Reduce Homelessness.

**1. AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For the SUBRECIPIENT:	B. For the COUNTY:
{name of representative}	Darian Johnson
Executive Director	Housing Manager, Pacific County Public Health & Human Services
{address of SUBRECIPIENT}	1216 West Robert Bush Drive South Bend, WA 98586
SUBRECIPIENT Tax ID #:	SUBRECIPIENT UEI:

The COUNTY will monitor the SUBRECIPIENT's programmatic obligations under this Agreement and report any substantial non-compliance with this Agreement to the SUBRECIPIENT.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the SUBRECIPIENT shall provide access to data generated under this agreement to HUD, the COUNTY, the 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 SUBRECIPIENT's reports, including computer models and the methodology for those models.

3. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each party.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The SUBRECIPIENT 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 employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This Agreement shall be subject to the written approval of the COUNTY's Authorized Representative and shall not be binding until approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Agreement nor any claim arising under this Agreement shall be transferred or assigned by the SUBRECIPIENT without the prior written consent of the COUNTY.

8. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

1. **Disputes.** Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue.**
2. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract 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 Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

3. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

## 9. AUDIT

- A. General Requirements: The SUBRECIPIENT is to procure audit services based on the following guidelines:
- i. The SUBRECIPIENT shall maintain its records and accounts to facilitate the audit requirement and ensure auditable records.
  - ii. The SUBRECIPIENT is responsible for any audit exceptions incurred by its organization. The COUNTY reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.
  - iii. As applicable, the SUBRECIPIENT required to have an audit must ensure all audits are performed by Generally Accepted Auditing Standards (GAAS), including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
  - iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included in the audit report. The SUBRECIPIENT must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request
- B. State Fund Requirements: SUBRECIPIENTS expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule consists of the following:
- i. SUBRECIPIENT name
  - ii. State program name
  - iii. BARS account number
  - iv. COUNTY
  - v. COUNTY Agreement number
  - vi. Agreement award amount, including amendments (total Agreement award)
  - vii. Current year expenditures
- C. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the SUBRECIPIENT.
- D. In all cases, the SUBRECIPIENT's financial records must be available for review by COUNTY.

#### **10. BILLING PROCEDURES AND PAYMENT**

The COUNTY will pay SUBRECIPIENT upon acceptance of services provided and receipt of adequately completed COUNTY invoices, which shall be submitted to the Representative for the COUNTY not more often than monthly, or as outlined in Exhibit E- Statement of Work and Exhibit F- Budget.

In its sole discretion, the COUNTY may terminate the Agreement or withhold payments claimed by the SUBRECIPIENT for services rendered if the SUBRECIPIENT fails to comply with any term or condition of this Agreement satisfactorily.

The COUNTY shall make no payments in advance or in anticipation of services or supplies to be provided under this Agreement.

##### **A. Duplication of Billed Costs**

The SUBRECIPIENT shall not bill the COUNTY for services performed under the Agreement, and the COUNTY shall not pay the SUBRECIPIENT if the SUBRECIPIENT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

##### **B. Disallowed Costs**

The SUBRECIPIENT is responsible for any audit exceptions or disallowed costs incurred by its organization.

#### **11. BOARD OF DIRECTORS**

The SUBRECIPIENT shall provide the COUNTY with a current roster of its Board of Directors, including the names, addresses, and telephone numbers of the board chairperson or president and each member.

The SUBRECIPIENT shall apprise the COUNTY of any changes to this roster as they occur.

#### **12. COMPENSATION**

The COUNTY shall pay an amount not to exceed as provided in Exhibit F- Budget. Where Exhibit F- Budget requires payments by Pacific County, payment shall be made on a reimbursement basis, supported unless otherwise provided in Exhibit F. Activity reports shall be filed along with the billing for payment. The SUBRECIPIENT shall submit billing by the 10<sup>th</sup> of each month following the month of service.

This Agreement allows actual expenditures according to an approved budget up to the maximum amount stated in Exhibit F-Budget. The SUBRECIPIENT shall use federal cost principles specified in OMB Circular A-110, "Cost Principles Applicable to Grants, Agreements and other Agreements," with non-profit organizations as applicable. The SUBRECIPIENT shall include this last paragraph in any sub-agreements.

The SUBRECIPIENT certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, sub-agreement, or another source.

The COUNTY may withhold reimbursement payment if the SUBRECIPIENT fails to submit required billings and supportive documentation to the COUNTY. The SUBRECIPIENT's failure to submit billings as specified is grounds for the COUNTY to terminate the Agreement as provided herein.

- 13. COMPLIANCE WITH LAWS:** The SUBRECIPIENT, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and permitting of individuals and any other means or criteria as described in this Agreement to assure the quality of service.



#### **14. CONFLICT OF INTEREST**

The COUNTY may, by written notice to the SUBRECIPIENT:

- A. Terminate the right of the SUBRECIPIENT to proceed under this agreement for actions, policies, practices, or omissions to act which constitute a conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to, prohibitions against offering COUNTY employees, directly or indirectly, anything of economic value from a SUBRECIPIENT or a potential SUBRECIPIENT (and from sub-recipients of the preceding) in exchange for any official act or forbearance to act.
- B. In the event this agreement is terminated as provided in (A.) above, the COUNTY shall be entitled to pursue the same remedies against the SUBRECIPIENT as it could pursue in the event of a breach of the agreement by the SUBRECIPIENT. The rights and remedies of the COUNTY provided for in this section are in addition to any other rights and remedies provided by law

#### **15. SUBRECIPIENT SERVICES**

The SUBRECIPIENT shall perform such services and accomplish such tasks, including furnishing all necessary personnel, materials, and equipment required for or incidental to the performance of the work identified as SUBRECIPIENT responsibilities throughout this Agreement, in Exhibit E- Statement of Work.

#### **16. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the SUBRECIPIENT by the COUNTY that is designated as "confidential" by the COUNTY;
  - ii. All material produced by the SUBRECIPIENT that is designated as "confidential" by the COUNTY; and
  - iii. All personal information in possession of the SUBRECIPIENT 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 SUBRECIPIENT shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The SUBRECIPIENT shall use Confidential Information solely for this Agreement 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 SUBRECIPIENT 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 to it, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, the Homeless Management Information System (HMIS), and 71.34. Upon request, the SUBRECIPIENT 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 Agreement whenever the SUBRECIPIENT reasonably determines that changes are necessary to prevent unauthorized disclosures. The SUBRECIPIENT shall make the changes within the period specified by the COUNTY. Upon request, the SUBRECIPIENT shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the SUBRECIPIENT against unauthorized disclosure.

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

**17. CONFORMANCE**

If any provision of this Agreement violates any statute or the rule of law of the state of Washington, it is considered modified to conform to that statute or regulation of law.

**18. COPYRIGHT/ PATENT INFRINGEMENT**

Any written commitment from the SUBRECIPIENT concerning this Agreement shall be binding upon the SUBRECIPIENT unless otherwise expressly provided concerning this paragraph. Failure of the SUBRECIPIENT to fulfill such a commitment shall render the SUBRECIPIENT liable for damages to the COUNTY. A burden includes, but is not limited to, any representation made before the execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to the performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties.

**19. CRIMINAL BACKGROUND HISTORY CHECK**

A background criminal history clearance is required every three years for all employees and volunteers who may have unsupervised access to children or vulnerable adults by RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the SUBRECIPIENT 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. In that case, the COUNTY shall deny payment for subsequent services rendered by the SUBRECIPIENT.

**20. DEBARMENT CERTIFICATION**

The SUBRECIPIENT now declares that it is not suspended or debarred from securing federal and state funds and shall remain so during this Agreement/Agreement. Suspension and debarment of the SUBRECIPIENT from securing federal or state funds shall be cause for immediate termination of this Agreement/Agreement by the COUNTY.

**21. DISPUTES**

**A. General**

Differences between the SUBRECIPIENT and the COUNTY, arising under and by the Agreement documents, shall be brought to the attention of the COUNTY at the earliest possible time so such matters may be settled or appropriate action promptly taken. Except for such objections as are made of record in the manner from now on specified and within the time limits stated, the forms, orders, rulings, instructions, and decisions of the Officer, shall be final and conclusive.

**B. Notice of Potential Claims**

The SUBRECIPIENT shall not be entitled to additional compensation, which otherwise may be payable, or to the extension of time for (1) any act or failure to act by the Officer or the COUNTY, or (2) the happening of any event or occurrence, unless the SUBRECIPIENT has given the COUNTY a written Notice of Potential Claim within ten days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the COUNTY. The written Notice of Potential Claim shall set forth the reasons for which the SUBRECIPIENT believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. SUBRECIPIENT shall keep daily records of the work performed, labor and material used, and all costs and additional time claimed to be other.

C. Detailed Claim

The SUBRECIPIENT is not entitled to claim any such additional compensation or extension of time unless within 30 days of the accomplishment of the portion of the work from which the claim arose. Before final payment by the COUNTY, the SUBRECIPIENT has given the COUNTY a detailed written statement of each element of cost or other compensation requested and of all additional time required. Copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

**22. DOCUMENTS ON FILE**

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the SUBRECIPIENT and available for review. Such documents shall include, but not be limited to:

- Personnel Policies;
- Program guidelines;
- Job Description(s);
- Organizational Chart;
- Travel Policies;
- Fiscal Management;
- Articles of Incorporation/Tribal Charter;
- Bylaws;
- IRS Nonprofit Status Certification;
- Latest SUBRECIPIENT Audit;
- Insurance policies required by SUBRECIPIENT;
- Indirect cost agreement, when applicable; and

The SUBRECIPIENT shall include these requirements in all approved cost reimbursement sub-agreements.

**23. DUPLICATE PAYMENT**

The SUBRECIPIENT certifies that the work performed under this Agreement does not duplicate any work to be charged against any other Agreement, sub-agreement, or another source.

**24. EVALUATION AND MONITORING**

The SUBRECIPIENT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the COUNTY or its funders that are pertinent to the intent of this Agreement. The COUNTY and its funders shall have full access to and the right to examine all of the SUBRECIPIENT's records concerning all matters covered in this Agreement during regular business hours and as often as necessary. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such documents and to audit all agreements, invoices, materials, payroll, and records of matters covered by this Agreement. Such rights extend for six years from the date the final payment is made hereunder.

**25. FINANCIAL MANAGEMENT SYSTEMS**

SUBRECIPIENT's financial systems shall contain the following:

- Accurate, current and complete disclosure of the financial results of each agreement;
- Records that identify the source and application of funds;
- Control over and accountability for all funds, property, and other assets;
- Comparison of actual outlays with a budgeted amount for each agreement;
- Procedures that minimize the time elapsing between the transfer of funds from the COUNTY and their disbursement by the SUBRECIPIENT;
- Procedures for determining reasonableness and allocability of costs;
- Accounting records that are supported by source documentation;

- Procedures for timely and appropriate resolution of audit findings and recommendations.

The SUBRECIPIENT shall include these requirements in any sub-agreements.

**26. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted by the laws of the United States and the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Pacific County.

**27. INDEPENDENT CAPACITY OF THE SUBRECIPIENT**

The parties intend that this Agreement will create an independent SUBRECIPIENT relationship. The SUBRECIPIENT and its employees or agents performing under this Agreement are not employees or agents of the COUNTY. The SUBRECIPIENT will not hold itself out as or claim to be an officer or employee of the COUNTY by reason hereof, nor will the SUBRECIPIENT make any claim of right, privilege, or benefit which would accrue to such officer or employee under the law. Conduct and control of the work will be sole with the SUBRECIPIENT. The SUBRECIPIENT acknowledges that the total compensation for this Agreement is specified in Exhibit F- Budget and the SUBRECIPIENT is not entitled to any COUNTY benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to COUNTY employees.

**28. INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by SUBRECIPIENT.** To the fullest extent permitted by law, the SUBRECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents, and volunteers harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property, including the loss of use resulting therefrom. The indemnity includes but is not limited to:
- i. Liability arising in whole or in part by any action or omission, negligent or otherwise, of the SUBRECIPIENT its employees, agents, or volunteers or SUBRECIPIENT's subcontractors and their employees, agents, or volunteers; or
  - ii. Liability directly or indirectly arising out of, resulting from, or in connection with the performance of this Agreement; or 3) liability based upon the SUBRECIPIENT or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the SUBRECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the SUBRECIPIENT 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 SUBRECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the SUBRECIPIENT are a material inducement to the COUNTY to enter into the Agreement, are reflected in the SUBRECIPIENT'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 defense of any claim, damages, losses, or expenses and such participation shall not constitute a waiver of the SUBRECIPIENT's indemnity obligations under the Agreement.
- C. **Survival of Subrecipient's Indemnity Obligations.** The SUBRECIPIENT agrees that all SUBRECIPIENT indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

## 29. INSURANCE

Without limiting the SUBRECIPIENT indemnification of the COUNTY, and prior to commencement of this Agreement, the SUBRECIPIENT shall obtain, provide and maintain policies or insurance of the type and amounts during this Agreement 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 \$1,000,000 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.
- C. Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

- D. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- E. Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The CONTRACTOR shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured.

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.

- F. Industrial Insurance Provisions. The SUBRECIPIENT shall comply with all Title 51 RCW Industrial Insurance provisions. If the SUBRECIPIENT fails to provide industrial insurance coverage or pay premiums or penalties on behalf of its employees as may be required by law. In that case, the COUNTY may collect from the SUBRECIPIENT the total amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the SUBRECIPIENT to the accident fund from the amount payable to the SUBRECIPIENT by the COUNTY under this Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the SUBRECIPIENT.

### 30. LAWS

The SUBRECIPIENT shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state, and federal governments, as now or hereafter amended, including, but not limited to:

#### Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

#### Federal Laws and Regulations

- A. Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and the Continuum of Care Program Rule (the "Rule").
- B. Federal Hatch Act, 5 USC 1501-1508

### 31. LIMITATION OF AUTHORITY

By writing, only the Authorized Representative or Authorized Representative designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

### 32. MATCH

The SUBRECIPIENT shall track and report the required match (in kind and cash) to the COUNTY as outlined in Exhibit E- Match Requirements. Game and all back documentation shall be written to the COUNTY quarterly.

### 33. MODIFICATIONS

Either party may request changes in the Agreement. Any modifications shall be in writing and signed by each of the parties.

### 34. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the SUBRECIPIENT shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the SUBRECIPIENT's non-

compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the SUBRECIPIENT may be declared ineligible for further Agreements with the state.

### **35. OWNERSHIP**

Any reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise directed by the sub-recipient or their consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Own intellectual property ownership includes the right to copyright, patent, and the ability to transfer these rights. The SUBRECIPIENT uses the material to perform this Agreement but is not created, prepared, constructed, assembled, made, executed, or otherwise produced for or paid for by the COUNTY, is owned by the sub-recipients is not "work made for hire" within the terms of this Agreement.

### **36. PAY EQUITY**

The SUBRECIPIENT agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision

### **37. POLITICAL ACTIVITIES**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity to further the election or defeat of any candidate for public office by the SUBRECIPIENT'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.

### **38. PROHIBITIONS**

The SUBRECIPIENT does not require eligible clients to participate in a religious service as a condition of receiving program assistance.

### **39. PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the SUBRECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the SUBRECIPIENT agrees to make them promptly available to the COUNTY. If the SUBRECIPIENT 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 SUBRECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the SUBRECIPIENT and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the SUBRECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless the SUBRECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the SUBRECIPIENT fails to timely obtain a court order enjoining a disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the SUBRECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the SUBRECIPIENT for releasing records not clearly identified by the SUBRECIPIENT as confidential or proprietary. The COUNTY shall not be responsible to the SUBRECIPIENT for any records that the COUNTY releases in compliance with this section or compliance with an order of a court of competent jurisdiction.

SUBRECIPIENT 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 acts by the SUBRECIPIENT relating to its performance of this agreement. 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.

#### **40. RECAPTURE**

If the SUBRECIPIENT fails to perform this Agreement and abide by laws, federal laws, and/or provisions of this Agreement, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within the period specified by COUNTY. In the alternative, the COUNTY may recapture such funds from payments due under this Agreement.

#### **41. REPORT ABUSE AND NEGLECT**

The SUBRECIPIENT and its contractors are mandated reporters 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 SUBRECIPIENT is notified by the COUNTY or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding, then the associated SUBRECIPIENT will be prohibited from providing services under this agreement.

The SUBRECIPIENT 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 SUBRECIPIENT.

#### **42. SAVINGS**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and before normal completion, the COUNTY may



terminate the Agreement under the "Termination for Convenience" clause, without the ten-business day notice requirement. Instead of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

#### **43. SUBCONTRACTING**

The SUBRECIPIENT may enter into a sub-agreement if the SUBRECIPIENT submits a written request to the COUNTY for approval and receives written COUNTY approval 30 days before the proposed start date of the sub-agreement. No sub-agreement shall be entered into until the Pacific County Prosecuting Attorney has reviewed the agreement and the SUBRECIPIENT receives written approval for the sub-agreement from the COUNTY.

#### **44. SURVIVAL**

The terms, conditions, and warranties in this Agreement that, by their sense and context, are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

#### **45. TAXES**

The SUBRECIPIENT acknowledges that the COUNTY will not withhold Federal or State income taxes. Where required by State or Federal law, the SUBRECIPIENT authorizes the COUNTY to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the SUBRECIPIENT will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the SUBRECIPIENT to make the necessary estimated tax payments throughout the year if any, and the SUBRECIPIENT is solely liable for any tax obligation arising from the SUBRECIPIENT's performance of this Agreement. The SUBRECIPIENT hereby agrees to indemnify the COUNTY against any demand to pay taxes arising from the SUBRECIPIENT's failure to pay taxes on compensation earned pursuant to this Agreement.

The COUNTY will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The SUBRECIPIENT must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the SUBRECIPIENT's gross or net income, or personal property to which the COUNTY does not hold title. The COUNTY is exempt from Federal Excise Tax.

#### **46. TERMINATION FOR CAUSE/SUSPENSION**

If the COUNTY determines that the SUBRECIPIENT failed to comply with any term or condition of this Agreement, the COUNTY may terminate the Agreement in whole or in part upon written notice to the SUBRECIPIENT. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

Alternatively, upon written notice, the COUNTY may allow the SUBRECIPIENT a specific period to correct the non-compliance. During the corrective action period, the COUNTY may suspend further payment to the SUBRECIPIENT in whole or in part or may restrict the SUBRECIPIENT's right to perform duties under this Agreement. Failure by the SUBRECIPIENT to take timely corrective action shall allow the COUNTY to terminate the Agreement upon written notice to the SUBRECIPIENT.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the COUNTY determines that the SUBRECIPIENT did not fail to comply with the terms of the Agreement or when the COUNTY determines the failure was not caused by the SUBRECIPIENT's actions or negligence. If the Agreement is terminated for cause, the SUBRECIPIENT shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

#### **47. TERMINATION FOR CONVENIENCE**

The COUNTY may terminate this Agreement for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Agreement is terminated for convenience, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective termination date.

#### **48. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by the COUNTY, the SUBRECIPIENT shall:

- A. Stop work under the Agreement on the date and to the extent specified in the notice;
- B. Place no further orders or sub-agreements for materials, services, or facilities related to the Agreement;
- C. Assign to the COUNTY all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-agreements so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-agreements. Any attempt by the SUBRECIPIENT to settle such claims must have the prior written approval of the COUNTY; and
- D. Preserve and transfer any materials, Agreement deliverables, and/or COUNTY property in the SUBRECIPIENT's possession as directed by the COUNTY.

Upon termination of the Agreement, the COUNTY shall pay the SUBRECIPIENT for any services rendered or goods delivered by the SUBRECIPIENT prior to the effective date of termination. The COUNTY may withhold any amount due as the COUNTY reasonably determines is necessary to protect the COUNTY against potential loss or liability resulting from the termination. The COUNTY shall pay any withheld amount to the SUBRECIPIENT if the COUNTY later determines that loss or liability will not occur.

The rights and remedies of the COUNTY under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under the law.

#### **49. TREATMENT OF ASSETS**

The SUBRECIPIENT shall take the following actions to secure the financial interest of the COUNTY in items purchased with funds awarded under this Agreement. The SUBRECIPIENT shall name the COUNTY as the lienholder on certificates of title for motor vehicles. (RCW 46.12.095). A non-expendable personal property inventory report shall also be submitted to the COUNTY as required. The COUNTY's interest in the property purchased under this agreement and prior agreements from the same funding source is automatically transferred to the following agreement year at the close of this agreement period. The SUBRECIPIENT shall maintain records, perform inventories and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies. A SUBRECIPIENT, which is a nonprofit organization, shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this agreement. In the event of loss, destruction, or damage to any property purchased under this agreement, the SUBRECIPIENT shall notify the COUNTY and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the COUNTY, the SUBRECIPIENT shall surrender to the COUNTY all property purchased under this agreement prior to settlement upon completion, termination, or cancellation of this agreement.

The SUBRECIPIENT shall include these requirements in any sub-agreements.

#### **50. WAIVER**

Waiver of any breach or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

This Agreement, consisting of ~~15~~ 2 pages, including Exhibits A, B, C, D, and E which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

SUBRECIPIENT  
COASTAL COMMUNITY ACTION PROGRAM

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Lisa Olsen, Chair

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Jerry Doyle, Commissioner

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
David Tobin, Commissioner

\_\_\_\_\_  
(Address)

ATTEST

\_\_\_\_\_  
Amanda Bennett  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Prosecutor's Office

WSBA #

# Exhibit A



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
909 First Avenue  
Suite 200  
Seattle, WA 98104

Grant Number: WA0352LOT012106  
Tax ID Number: 91-6001356  
Unique Entity Identifier [SAM]: SGBTK2G54NX7

## CONTINUUM OF CARE PROGRAM (CDA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Pacific County Public Health & Human Services (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
2. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation authorized by this grant agreement is \$258,267, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
WA0352LOT012106	12 months	10-01-2022 - 09-30-2023	10-01-2022 - 09-30-2023	\$258,267
a. Continuum of Care planning activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$180,360
g. Supportive services				\$63,018
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$14,889
k. Relocation Costs				\$0
l. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

## Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

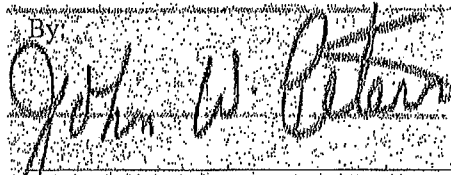
HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,**  
**Secretary of Housing and Urban Development**

By:   
(Signature)

Jack Peters, Director

(Typed Name and Title)

September 15, 2022

(Date)

**RECIPIENT**

Pacific County

(Name of Organization)

By:

  
(Signature of Authorized Official)

Lisa Olsen, Chair

(Typed Name and Title of Authorized Official)

October 11, 2022

(Date)



### Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
<u>PCCHHS</u>	<u>12.87 %</u>	<u>\$ 1,907,907.<sup>00</sup></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

# Exhibit B

**The McKinney-Vento Homeless Assistance Act  
As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to  
Housing (HEARTH) Act of 2009**

SEC. 103. [42 USC 11302]. GENERAL DEFINITION OF HOMELESS INDIVIDUAL.

(a) IN GENERAL.—For purposes of this Act, the term “homeless”, “homeless individual”, and “homeless person” means—

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

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

(4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) an individual or family who—

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

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and

(C) lacks the resources or support networks needed to obtain other permanent housing; and

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over such period, and

(C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(c) INCOME ELIGIBILITY.—

(1) IN GENERAL.—A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) EXCEPTION.—Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998.

(d) EXCLUSION.—For purposes of this Act, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) PERSONS EXPERIENCING HOMELESSNESS.—Any references in this Act to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.

**SEC. 104. [42 USC 11303]. FUNDING AVAILABILITY AND LIMITATIONS.**

(a) CALCULATION.—The amounts authorized in this Act shall be in addition to any amount appropriated for the programs involved before July 22, 1987.

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

(b) AVAILABILITY UNTIL EXPENDED.—Any amount appropriated under an authorization in this Act shall remain available until expended.

(c) LIMITATION.—Appropriations pursuant to the authorizations in this Act shall be made in accordance with the provisions of the Congressional Budget and Impoundment Control Act of 1974, which prohibits the consideration of any bill that would cause the deficit to exceed the levels established by the Balanced Budget and Emergency Deficit Control Act of 1985, such that it shall not increase the deficit of the Federal Government for fiscal year 1987.

SEC. 105. [42 USC 11304]. PROGRAM SUMMARY BY COMPTROLLER GENERAL.

The Comptroller General of the United States may evaluate the disbursement and use of the amounts made available by appropriation Acts under the authorizations in titles III and IV of.

**TITLE IV—HOUSING ASSISTANCE**  
**SUBTITLE A—GENERAL PROVISIONS**

SEC. 401. DEFINITIONS.

For purposes of this title:

(1) AT RISK OF HOMELESSNESS.—The term 'at risk of homelessness' means, with respect to an individual or family, that the individual or family—

(A) has income below 30 percent of median income for the geographic area;

(B) has insufficient resources immediately available to attain housing stability; and

(C)(i) has moved frequently because of economic reasons;

(ii) is living in the home of another because of economic hardship;

(iii) has been notified that their right to occupy their current housing or living situation will be terminated;

(iv) lives in a hotel or motel;

(v) lives in severely overcrowded housing;

(vi) is exiting an institution; or

(vii) otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

Such term includes all families with children and youth defined as homeless under other Federal statutes.

**(2) CHRONICALLY HOMELESS.—**

**(A) IN GENERAL.—**The term 'chronically homeless' means, with respect to an individual or family, that the individual or family—

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

(ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and

(iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

**(B) RULE OF CONSTRUCTION.—**A person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described in subparagraph (A) prior to entering that facility.

**(3) COLLABORATIVE APPLICANT.—**The term 'collaborative applicant' means an entity that—

(A) carries out the duties specified in section 402;

(B) serves as the applicant for project sponsors who jointly submit a single application for a grant under subtitle C in accordance with a collaborative process; and

(C) if the entity is a legal entity and is awarded such grant, receives such grant directly from the Secretary.

**(4) COLLABORATIVE APPLICATION.—**The term 'collaborative application' means an application for a grant under subtitle C that—

(A) satisfies section 422; and

(B) is submitted to the Secretary by a collaborative applicant.

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

(5) CONSOLIDATED PLAN.—The term 'Consolidated Plan' means a comprehensive housing affordability strategy and community development plan required in part 91 of title 24, Code of Federal Regulations.

(6) ELIGIBLE ENTITY.—The term 'eligible entity' means, with respect to a subtitle, a public entity, a private entity, or an entity that is a combination of public and private entities, that is eligible to directly receive grant amounts under such subtitle.

(7) FAMILIES WITH CHILDREN AND YOUTH DEFINED AS HOMELESS UNDER OTHER FEDERAL STATUTES.—The term 'families with children and youth defined as homeless under other Federal statutes' means any children or youth that are defined as 'homeless' under any Federal statute other than this subtitle, but are not defined as homeless under section 103, and shall also include the parent, parents, or guardian of such children or youth under subtitle B of title VII this Act (42 U.S.C. 11431 et seq.).

(8) GEOGRAPHIC AREA.—The term 'geographic area' means a State, metropolitan city, urban county, town, village, or other nonentitlement area, or a combination or consortia of such, in the United States, as described in section 106 of the Housing and Community Development Act of 1974 (42 U.S.C. 5306).

(9) HOMELESS INDIVIDUAL WITH A DISABILITY.—

(A) IN GENERAL.—The term 'homeless individual with a disability' means an individual who is homeless, as defined in section 103, and has a disability that—

(i)(I) is expected to be long-continuing or of indefinite duration;

(II) substantially impedes the individual's ability to live independently;

(III) could be improved by the provision of more suitable housing conditions; and

(IV) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post traumatic stress disorder, or brain injury;

(ii) is a developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); or

(iii) is the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agency for acquired immunodeficiency syndrome.

(B) RULE—Nothing in clause (iii) of subparagraph (A) shall be construed to limit eligibility under clause (i) or (ii) of subparagraph (A).

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

(10) **LEGAL ENTITY.**—The term 'legal entity' means—

(A) an entity described in section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. 501(c)(3)) and exempt from tax under section 501(a) of such Code;

(B) an instrumentality of State or local government; or

(C) a consortium of instrumentalities of State or local governments that has constituted itself as an entity.

(11) **METROPOLITAN CITY; URBAN COUNTY; NONENTITLEMENT AREA.**—The terms 'metropolitan city', 'urban county', and 'nonentitlement area' have the meanings given such terms in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)).

(12) **NEW.**—The term 'new' means, with respect to housing, that no assistance has been provided under this title for the housing.

(13) **OPERATING COSTS.**—The term 'operating costs' means expenses incurred by a project sponsor operating transitional housing or permanent housing under this title with respect to—

(A) the administration, maintenance, repair, and security of such housing;

(B) utilities, fuel, furnishings, and equipment for such housing; or

(C) coordination of services as needed to ensure long-term housing stability.

(14) **OUTPATIENT HEALTH SERVICES.**—The term 'outpatient health services' means outpatient health care services, mental health services, and outpatient substance abuse services.

(15) **PERMANENT HOUSING.**—The term 'permanent housing' means community-based housing without a designated length of stay, and includes both permanent supportive housing and permanent housing without supportive services.

(16) **PERSONALLY IDENTIFYING INFORMATION.**—The term 'personally identifying information' means individually identifying information for or about an individual, including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, including—

(A) a first and last name;

(B) a home or other physical address;

(C) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number);

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

(D) a social security number; and

(E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information, would serve to identify any individual.

(17) PRIVATE NONPROFIT ORGANIZATION.—The term 'private nonprofit organization' means an organization—

(A) no part of the net earnings of which inures to the benefit of any member, founder, contributor, or individual;

(B) that has a voluntary board;

(C) that has an accounting system, or has designated a fiscal agent in accordance with requirements established by the Secretary; and

(D) that practices nondiscrimination in the provision of assistance.

(18) PROJECT.—The term 'project' means, with respect to activities carried out under subtitle C, eligible activities described in section 423(a), undertaken pursuant to a specific endeavor, such as serving a particular population or providing a particular resource.

(19) PROJECT-BASED.—The term 'project-based' means, with respect to rental assistance, that the assistance is provided pursuant to a contract that—

(A) is between—

(i) the recipient or a project sponsor; and

(ii) an owner of a structure that exists as of the date the contract is entered into;  
and

(B) provides that rental assistance payments shall be made to the owner and that the units in the structure shall be occupied by eligible persons for not less than the term of the contract.

(20) PROJECT SPONSOR.—The term 'project sponsor' means, with respect to proposed eligible activities, the organization directly responsible for carrying out the proposed eligible activities.

(21) RECIPIENT.—Except as used in subtitle B, the term 'recipient' means an eligible entity who—



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(A) submits an application for a grant under section 422 that is approved by the Secretary;

(B) receives the grant directly from the Secretary to support approved projects described in the application; and

(C)(i) serves as a project sponsor for the projects; or

(ii) awards the funds to project sponsors to carry out the projects.

(22) SECRETARY.—The term 'Secretary' means the Secretary of Housing and Urban Development.

(23) SERIOUS MENTAL ILLNESS.—The term 'serious mental illness' means a severe and persistent mental illness or emotional impairment that seriously limits a person's ability to live independently.

(24) SOLO APPLICANT.—The term 'solo applicant' means an entity that is an eligible entity, directly submits an application for a grant under subtitle C to the Secretary, and, if awarded such grant, receives such grant directly from the Secretary.

(25) SPONSOR-BASED.—The term 'sponsor-based' means, with respect to rental assistance, that the assistance is provided pursuant to a contract that—

(A) is between—

(i) the recipient or a project sponsor; and

(ii) an independent entity that—

(I) is a private organization; and

(II) owns or leases dwelling units; and

(B) provides that rental assistance payments shall be made to the independent entity and that eligible persons shall occupy such assisted units.

(26) STATE.—Except as used in subtitle B, the term 'State' means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and any other territory or possession of the United States.

(27) SUPPORTIVE SERVICES.—The term 'supportive services' means services that address the special needs of people served by a project, including—

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(A) the establishment and operation of a child care services program for families experiencing homelessness;

(B) the establishment and operation of an employment assistance program, including providing job training;

(C) the provision of outpatient health services, food, and case management;

(D) the provision of assistance in obtaining permanent housing, employment counseling, and nutritional counseling;

(E) the provision of outreach services, advocacy, life skills training, and housing search and counseling services;

(F) the provision of mental health services, trauma counseling, and victim services;

(G) the provision of assistance in obtaining other Federal, State, and local assistance available for residents of supportive housing (including mental health benefits, employment counseling, and medical assistance, but not including major medical equipment);

(H) the provision of legal services for purposes including requesting reconsiderations and appeals of veterans and public benefit claim denials and resolving outstanding warrants that interfere with an individual's ability to obtain and retain housing;

(I) the provision of—

(i) transportation services that facilitate an individual's ability to obtain and maintain employment; and

(ii) health care; and

(J) other supportive services necessary to obtain and maintain housing.

(28) TENANT-BASED.—The term 'tenant-based' means, with respect to rental assistance, assistance that—

(A) allows an eligible person to select a housing unit in which such person will live using rental assistance provided under subtitle C, except that if necessary to assure that the provision of supportive services to a person participating in a program is feasible, a recipient or project sponsor may require that the person live—

(i) in a particular structure or unit for not more than the first year of the participation;

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(ii) within a particular geographic area for the full period of the participation, or the period remaining after the period referred to in subparagraph (A); and

(B) provides that a person may receive such assistance and move to another structure, unit, or geographic area if the person has complied with all other obligations of the program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

(29) TRANSITIONAL HOUSING.—The term 'transitional housing' means housing the purpose of which is to facilitate the movement of individuals and families experiencing homelessness to permanent housing within 24 months or such longer period as the Secretary determines necessary.

(30) UNIFIED FUNDING AGENCY.—The term 'unified funding agency' means a collaborative applicant that performs the duties described in section 402(g).

(31) UNDERSERVED POPULATIONS.—The term 'underserved populations' includes populations underserved because of geographic location, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Secretary, as appropriate.

(32) VICTIM SERVICE PROVIDER.—The term 'victim service provider' means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

(33) VICTIM SERVICES.—The term 'victim services' means services that assist domestic violence, dating violence, sexual assault, or stalking victims, including services offered by rape crisis centers and domestic violence shelters, and other organizations, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

**SEC. 402. COLLABORATIVE APPLICANTS.**

(a) ESTABLISHMENT AND DESIGNATION.—A collaborative applicant shall be established for a geographic area by the relevant parties in that geographic area to—

(1) submit an application for amounts under this subtitle; and

(2) perform the duties specified in subsection (f) and, if applicable, subsection (g).

(b) NO REQUIREMENT TO BE A LEGAL ENTITY.—An entity may be established to serve as a collaborative applicant under this section without being a legal entity.

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(c) REMEDIAL ACTION.—If the Secretary finds that a collaborative applicant for a geographic area does not meet the requirements of this section, or if there is no collaborative applicant for a geographic area, the Secretary may take remedial action to ensure fair distribution of grant amounts under subtitle C to eligible entities within that area. Such measures may include designating another body as a collaborative applicant, or permitting other eligible entities to apply directly for grants.

(d) CONSTRUCTION.—Nothing in this section shall be construed to displace conflict of interest or government fair practices laws, or their equivalent, that govern applicants for grant amounts under subtitles B and C.

(e) APPOINTMENT OF AGENT.—

(1) IN GENERAL.—Subject to paragraph (2), a collaborative applicant may designate an agent to—

(A) apply for a grant under section 422(c);

(B) receive and distribute grant funds awarded under subtitle C; and

(C) perform other administrative duties.

(2) RETENTION OF DUTIES.—Any collaborative applicant that designates an agent pursuant to paragraph (1) shall regardless of such designation retain all of its duties and responsibilities under this title.

(f) DUTIES.—A collaborative applicant shall—

(1) design a collaborative process for the development of an application under subtitle C, and for evaluating the outcomes of projects for which funds are awarded under subtitle B, in such a manner as to provide information necessary for the Secretary—

(A) to determine compliance with—

(i) the program requirements under section 426; and

(ii) the selection criteria described under section 427; and

(B) to establish priorities for funding projects in the geographic area involved;

(2) participate in the Consolidated Plan for the geographic area served by the collaborative applicant; and

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(3) ensure operation of, and consistent participation by, project sponsors in a community-wide homeless management information system (in this subsection referred to as 'HMIS') that—

(A) collects unduplicated counts of individuals and families experiencing homelessness;

(B) analyzes patterns of use of assistance provided under subtitles B and C for the geographic area involved;

(C) provides information to project sponsors and applicants for needs analyses and funding priorities; and

(D) is developed in accordance with standards established by the Secretary, including standards that provide for—

(i) encryption of data collected for purposes of HMIS;

(ii) documentation, including keeping an accurate accounting, proper usage, and disclosure, of HMIS data;

(iii) access to HMIS data by staff, contractors, law enforcement, and academic researchers;

(iv) rights of persons receiving services under this title;

(v) criminal and civil penalties for unlawful disclosure of data; and

(vi) such other standards as may be determined necessary by the Secretary.

(g) UNIFIED FUNDING.—

(1) IN GENERAL.—In addition to the duties described in subsection (f), a collaborative applicant shall receive from the Secretary and distribute to other project sponsors in the applicable geographic area funds for projects to be carried out by such other project sponsors, if—

(A) the collaborative applicant—

(i) applies to undertake such collection and distribution responsibilities in an application submitted under this subtitle; and

(ii) is selected to perform such responsibilities by the Secretary; or

(B) the Secretary designates the collaborative applicant as the unified funding agency in the geographic area, after—

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(i) a finding by the Secretary that the applicant—

(I) has the capacity to perform such responsibilities; and

(II) would serve the purposes of this Act as they apply to the geographic area; and

(ii) the Secretary provides the collaborative applicant with the technical assistance necessary to perform such responsibilities as such assistance is agreed to by the collaborative applicant.

(2) REQUIRED ACTIONS BY A UNIFIED FUNDING AGENCY.—A collaborative applicant that is either selected or designated as a unified funding agency for a geographic area under paragraph (1) shall—

(A) require each project sponsor who is funded by a grant received under subtitle C to establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, Federal funds awarded to the project sponsor under subtitle C in order to ensure that all financial transactions carried out under subtitle C are conducted, and records maintained, in accordance with generally accepted accounting principles; and

(B) arrange for an annual survey, audit, or evaluation of the financial records of each project carried out by a project sponsor funded by a grant received under subtitle C.

(h) CONFLICT OF INTEREST.—No board member of a collaborative applicant may participate in decisions of the collaborative applicant concerning the award of a grant, or provision of other financial benefits, to such member or the organization that such member represents.

**SEC. 403. [42 USC 11361]. HOUSING AFFORDABILITY STRATEGY.**

Assistance may be made under this title only if the grantee certifies that it is following--

(1) a consolidated plan which has been approved by the Secretary in accordance with section 105 of the Cranston-Gonzalez National Affordable Housing Act (referred to in such section as a “comprehensive housing affordability strategy”), or

(2) a comprehensive homeless assistance plan which was approved by the Secretary during the 180-day period beginning on November 28, 1990, or during such longer period as may be prescribed by the Secretary in any case for good cause.

**SEC. 404. PREVENTING INVOLUNTARY FAMILY SEPARATION.**

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(a) IN GENERAL.—After the expiration of the 2-year period that begins upon the date of the enactment of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, and except as provided in subsection (b), any project sponsor receiving funds under this title to provide emergency shelter, transitional housing, or permanent housing to families with children under age 18 shall not deny admission to any family based on the age of any child under age 18.

(b) EXCEPTION.—Notwithstanding the requirement under subsection (a), project sponsors of transitional housing receiving funds under this title may target transitional housing resources to families with children of a specific age only if the project sponsor—

(1) operates a transitional housing program that has a primary purpose of implementing an evidence-based practice that requires that housing units be targeted to families with children in a specific age group; and

(2) provides such assurances, as the Secretary shall require, that an equivalent appropriate alternative living arrangement for the whole family or household unit has been secured.

**SEC. 405. TECHNICAL ASSISTANCE.**

(a) IN GENERAL.—The Secretary shall make available technical assistance to private nonprofit organizations and other nongovernmental entities, States, metropolitan cities, urban counties, and counties that are not urban counties, to implement effective planning processes for preventing and ending homelessness, to improve their capacity to prepare collaborative applications, to prevent the separation of families in emergency shelter or other housing programs, and to adopt and provide best practices in housing and services for persons experiencing homeless.

(b) RESERVATION.—The Secretary shall reserve not more than 1 percent of the funds made available for any fiscal year for carrying out subtitles B and C, to provide technical assistance under subsection (a).

**SEC. 406. [42 USC 11362]. DISCHARGE COORDINATION POLICY.**

The Secretary may not provide a grant under this title for any governmental entity serving as an applicant unless the applicant agrees to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

**SEC. 407. PROTECTION OF PERSONALLY IDENTIFYING INFORMATION BY VICTIM SERVICE PROVIDERS.**

In the course of awarding grants or implementing programs under this title, the Secretary shall instruct any victim service provider that is a recipient or subgrantee not to disclose for purposes of the Homeless Management Information System any personally identifying information about

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any client. The Secretary may, after public notice and comment, require or ask such recipients and subgrantees to disclose for purposes of the Homeless Management Information System non-personally identifying information that has been de-identified, encrypted, or otherwise encoded. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this subsection for victims of domestic violence, dating violence, sexual assault, or stalking.

**SEC. 408. AUTHORIZATION OF APPROPRIATIONS.**

There are authorized to be appropriated to carry out this title \$2,200,000,000 for fiscal year 2010 and such sums as may be necessary for fiscal year 2011.

**SUBTITLE B—EMERGENCY SOLUTIONS GRANTS PROGRAM**

**SEC. 411. [42 USC 11371]. DEFINITIONS.**

For purposes of this subtitle:

- (1) The term “local government” means a unit of general purpose local government.
- (2) The term “locality” means the geographical area within the jurisdiction of a local government.
- (3) The term “metropolitan city” has the meaning given such term in section 102 of the Housing and Community Development Act of 1974.
- (4) The term “operating costs” means expenses incurred by a recipient operating a facility assisted under this subtitle with respect to—
  - (A) the administration, maintenance, repair, and security of such housing; and
  - (B) utilities, fuels, furnishings, and equipment for such housing.
- (5) The term “private nonprofit organization” means a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 that is exempt from taxation under subtitle A of such Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance.
- (6) The term “recipient” means any governmental or private nonprofit entity that is approved by the Secretary as to financial responsibility.
- (7) The term “Secretary” means the Secretary of Housing and Urban Development.
- (8) The term “State” means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern



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Mariana Islands, the Trust Territory of the Pacific Islands, and any other territory or possession of the United States.

(9) The term “urban county” has the meaning given such term in section 102 of the Housing and Community Development Act of 1974.

**SEC. 412. [42 USC 11372]. GRANT ASSISTANCE.**

The Secretary shall make grants to States and local governments (and to private nonprofit organizations providing assistance to persons experiencing homelessness or at risk of homelessness, in the case of grants made with reallocated amounts) for the purpose of carrying out activities described in section 415.

**SEC. 413. AMOUNT AND ALLOCATION OF ASSISTANCE.**

(a) **IN GENERAL.**—Of the amount made available to carry out this subtitle and subtitle C for a fiscal year, the Secretary shall allocate nationally 20 percent of such amount for activities described in section 415. The Secretary shall be required to certify that such allocation will not adversely affect the renewal of existing projects under this subtitle and subtitle C for those individuals or families who are homeless.

(b) **ALLOCATION.**—An entity that receives a grant under section 412, and serves an area that includes 1 or more geographic areas (or portions of such areas) served by collaborative applicants that submit applications under subtitle C, shall allocate the funds made available through the grant to carry out activities described in section 415, in consultation with the collaborative applicants.

**SEC. 414. [42 USC 11373]. ALLOCATION AND DISTRIBUTION OF ASSISTANCE.**

(a) **IN GENERAL.**—The Secretary shall allocate assistance under this subtitle to metropolitan cities, urban counties, and States (for distribution to local governments and private nonprofit organizations in the States) in a manner that ensures that the percentage of the total amount available under this subtitle for any fiscal year that is allocated to any State, metropolitan city, or urban county is equal to the percentage of the total amount available for section 106 of the Housing and Community Development Act of 1974 for such prior fiscal year that is allocated to such State, metropolitan city, or urban county.

(b) **MINIMUM ALLOCATION REQUIREMENT.**—If, under the allocation provisions applicable under this subtitle, any metropolitan city or urban county would receive a grant of less than 0.05 percent of the amounts appropriated under section 408 and made available to carry out this subtitle for any fiscal year, such amount shall instead be reallocated to the State, except that any city that is located in a State that does not have counties as local governments, that has a population greater than 40,000 but less than 50,000 as used in determining the fiscal year 1987 community development block grant program allocation, and that was allocated in excess of \$1,000,000 in community development block grant funds in fiscal year 1987, shall receive directly the amount allocated to such city under subsection (a).

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(c) DISTRIBUTIONS TO NONPROFIT ORGANIZATIONS.—Any local government receiving assistance under this subtitle may distribute all or a portion of such assistance to private nonprofit organizations providing assistance to homeless individuals. Any State receiving assistance under this subtitle may distribute all or a portion of such assistance to private nonprofit organizations providing assistance to homeless individuals, if the local government for the locality in which the project is located certifies that it approves of the project.

(d) REALLOCATION OF FUNDS.—

(1) The Secretary shall, not less than twice during each fiscal year, reallocate any assistance provided under this subtitle that is unused or returned or that becomes available under subsection (b).

(2) If a city or county eligible for a grant under subsection (a) fails to obtain approval of its comprehensive plan during the 90-day period following the date funds authorized by this subtitle first become available for allocation during any fiscal year, the amount that the city or county would have received shall be available to the State in which the city or county is located if the State has obtained approval of its comprehensive plan. Any amounts that cannot be allocated to a State under the preceding sentence shall be reallocated to other States, counties, and cities that demonstrate extraordinary need or large numbers of homeless individuals, as determined by the Secretary.

(3) If a State fails to obtain approval of its comprehensive plan during the 90-day period following the date funds authorized by this subtitle first become available for allocation during any fiscal year, the amount that the State would have received shall be reallocated to other States and to cities and counties as applicable, that demonstrate extraordinary need or large numbers of homeless individuals, as determined by the Secretary.

(e) ALLOCATIONS TO TERRITORIES.—In addition to the other allocations required in this section, the Secretary shall (for amounts appropriated after July 22, 1987) allocate assistance under this subtitle to the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and any other territory or possession of the United States, in accordance with an allocation formula established by the Secretary.

**SEC. 415. [42 USC 11374]. ELIGIBLE ACTIVITIES.**

(a) IN GENERAL.—Assistance provided under section 412 may be used for the following activities:

(1) The renovation, major rehabilitation, or conversion of buildings to be used as emergency shelters.

(2) The provision of essential services related to emergency shelter or street outreach, including services concerned with employment, health, education, family support services for homeless youth, substance abuse services, victim services, or mental health services, if—

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(A) such essential services have not been provided by the local government during any part of the immediately preceding 12-month period or the Secretary determines that the local government is in a severe financial deficit; or

(B) the use of assistance under this subtitle would complement the provision of those essential services.

(3) Maintenance, operation, insurance, provision of utilities, and provision of furnishings related to emergency shelter.

(4) Provision of rental assistance to provide short-term or medium-term housing to homeless individuals or families or individuals or families at risk of homelessness. Such rental assistance may include tenant-based or project-based rental assistance.

(5) Housing relocation or stabilization services for homeless individuals or families or individuals or families at risk of homelessness, including housing search, mediation or outreach to property owners, legal services, credit repair, providing security or utility deposits, utility payments, rental assistance for a final month at a location, assistance with moving costs, or other activities that are effective at—

(A) stabilizing individuals and families in their current housing; or

(B) quickly moving such individuals and families to other permanent housing.

(b) **MAXIMUM ALLOCATION FOR EMERGENCY SHELTER ACTIVITIES.**—A grantee of assistance provided under section 412 for any fiscal year may not use an amount of such assistance for activities described in paragraphs (1) through (3) of subsection (a) that exceeds the greater of—

(1) 60 percent of the aggregate amount of such assistance provided for the grantee for such fiscal year; or

(2) the amount expended by such grantee for such activities during fiscal year most recently completed before the effective date under section 1503 of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.

**SEC. 416. [42 USC 11375]. RESPONSIBILITIES OF RECIPIENTS.**

(a) **MATCHING AMOUNTS.**—

(1) Except as provided in paragraph (2), each recipient under this subtitle shall be required to supplement the assistance provided under this subtitle with an equal amount of funds from sources other than this subtitle. Each recipient shall certify to the Secretary its compliance

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with this paragraph, and shall include with such certification a description of the sources and amounts of such supplemental funds.

(2) Each recipient under this subtitle that is a State shall be required to supplement the assistance provided under this subtitle with an amount of funds from sources other than this subtitle equal to the difference between the amount received under this subtitle and \$100,000. If the amount received by the State is \$100,000 or less, the State may not be required to supplement the assistance provided under this subtitle.

(3) In calculating the amount of supplemental funds provided by a recipient under this subtitle, a recipient may include the value of any donated material or building, the value of any lease on a building, any salary paid to staff to carry out the program of the recipient, and the value of the time and services contributed by volunteers to carry out the program of the recipient at a rate determined by the Secretary.

(b) ADMINISTRATION OF ASSISTANCE.—Each recipient shall act as the fiscal agent of the Secretary with respect to assistance provided to such recipient.

(c) CERTIFICATIONS ON USE OF ASSISTANCE.—Each recipient shall certify to the Secretary that—

(1) it will—

(A) in the case of assistance involving major rehabilitation or conversion, maintain any building for which assistance is used under this subtitle as a shelter for homeless individuals and families for not less than a 10-year period;

(B) in the case of assistance involving rehabilitation (other than major rehabilitation or conversion), maintain any building for which assistance is used under this subtitle as a shelter for homeless individuals and families for not less than a 3-year period; or

(C) in the case of assistance involving solely activities described in paragraphs (2) and (3) of section 414(a), provide services or shelter to homeless individuals and families for the period during which such assistance is provided, without regard to a particular site or structure as long as the same general population is served;

(2) any renovation carried out with assistance under this subtitle shall be sufficient to ensure that the building involved is safe and sanitary;

(3) it will assist homeless individuals in obtaining—

(A) appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living; and

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(B) other Federal, State, local, and private assistance available for such individuals;

(4) in the case of a recipient that is a State, it will obtain any matching amounts required under subsection (a) in a manner so that local governments, agencies, and local nonprofit organizations receiving assistance from the grant that are least capable of providing the recipient State with such matching amounts receive the benefit of the \$100,000 subtrahend under subsection (a)(2);

(5) it will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under this subtitle and that the address or location of any family violence shelter project assisted under this subtitle will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public;

(6) activities undertaken by the recipient with assistance under this subtitle are consistent with any housing strategy submitted by the grantee in accordance with section 105 of the Cranston-Gonzalez National Affordable Housing Act; and

(7) to the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this subtitle, in providing services assisted under this subtitle, and in providing services for occupants of facilities assisted under this subtitle.

(d) PARTICIPATION OF HOMELESS INDIVIDUALS.—The Secretary shall, by regulation, require each recipient that is not a State to provide for the participation of not less than 1 homeless individual or former homeless individual on the board of directors or other equivalent policymaking entity of such recipient, to the extent that such entity considers and makes policies and decisions regarding any facility, services, or other assistance of the recipient assisted under this subtitle. The Secretary may grant waivers to recipients unable to meet the requirement under the preceding sentence if the recipient agrees to otherwise consult with homeless or formerly homeless individuals in considering and making such policies and decisions.

(e) TERMINATION OF ASSISTANCE.—If an individual or family who receives assistance under this subtitle from a recipient violates program requirements, the recipient may terminate assistance in accordance with a formal process established by the recipient that recognizes the rights of individuals affected, which may include a hearing.

(f) PARTICIPATION IN HMIS.—The Secretary shall ensure that recipients of funds under this subtitle ensure the consistent participation by emergency shelters and homelessness prevention and rehousing programs in any applicable community-wide homeless management information system.

SEC. 417. [42 USC 11376]. ADMINISTRATIVE PROVISIONS.

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(a) REGULATIONS.—Not later than 60 days after July 22, 1987, the Secretary shall by notice establish such requirements as may be necessary to carry out the provisions of this subtitle. Such requirements shall be subject to section 553 of Title 5, United States Code. The Secretary shall issue requirements based on the initial notice before the expiration of the 12-month period following July 22, 1987. Prior to the issuance of such requirements in final form, the requirements established by the Secretary implementing the provisions of the emergency shelter grants program under the provisions made effective by section 101(g) of Public Law 99-500 or Public Law 99-591 shall govern the emergency shelter grants program under this subtitle.

(b) INITIAL ALLOCATION OF ASSISTANCE.—Not later than the expiration of the 60-day period following the date of enactment of a law providing appropriations to carry out this subtitle, the Secretary shall notify each State, metropolitan city, and urban county that is to receive a direct grant of its allocation of assistance under this subtitle. Such assistance shall be allocated and may be used notwithstanding any failure of the Secretary to issue requirements under subsection (a).

(c) MINIMUM STANDARDS OF HABITABILITY.—The Secretary shall prescribe such minimum standards of habitability as the Secretary determines to be appropriate to ensure that emergency shelters assisted under this section are environments that provide appropriate privacy, safety, and sanitary and other health-related conditions for homeless persons and families. Grantees are authorized to establish standards of habitability in addition to those prescribed by the Secretary.

**SEC. 418. [42 USC 11378]. ADMINISTRATIVE COSTS.**

A recipient may use up to 7.5 percent of any annual grant received under this subtitle for administrative purposes. A recipient State shall share the amount available for administrative purposes pursuant to the preceding sentence with local governments funded by the State.

**SUBTITLE C—CONTINUUM OF CARE PROGRAM**

**SEC. 421. PURPOSES.**

The purposes of this subtitle are—

- (1) to promote community-wide commitment to the goal of ending homelessness;
- (2) to provide funding for efforts by nonprofit providers and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to individuals, families, and communities by homelessness;

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(3) to promote access to, and effective utilization of, mainstream programs described in section 203(a)(7) and programs funded with State or local resources; and

(4) to optimize self-sufficiency among individuals and families experiencing homelessness.

**SEC. 422. CONTINUUM OF CARE APPLICATIONS AND GRANTS.**

(a) **PROJECTS.**—The Secretary shall award grants, on a competitive basis, and using the selection criteria described in section 427, to carry out eligible activities under this subtitle for projects that meet the program requirements under section 426, either by directly awarding funds to project sponsors or by awarding funds to unified funding agencies.

(b) **NOTIFICATION OF FUNDING AVAILABILITY.**—The Secretary shall release a notification of funding availability for grants awarded under this subtitle for a fiscal year not later than 3 months after the date of the enactment of the appropriate Act making appropriations for the Department of Housing and Urban Development for such fiscal year.

(c) **APPLICATIONS.**—

(1) **SUBMISSION TO THE SECRETARY.**—To be eligible to receive a grant under subsection (a), a project sponsor or unified funding agency in a geographic area shall submit an application to the Secretary at such time and in such manner as the Secretary may require, and containing such information as the Secretary determines necessary—

(A) to determine compliance with the program requirements and selection criteria under this subtitle; and

(B) to establish priorities for funding projects in the geographic area.

(2) **ANNOUNCEMENT OF AWARDS.**—

(A) **IN GENERAL.**—Except as provided in subparagraph (B), the Secretary shall announce, within 5 months after the last date for the submission of applications described in this subsection for a fiscal year, the grants conditionally awarded under subsection (a) for that fiscal year.

(B) **TRANSITION.**—For a period of up to 2 years beginning after the effective date under section 1503 of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Secretary shall announce, within 6 months after the last date for the submission of applications described in this subsection for a fiscal year, the grants conditionally awarded under subsection (a) for that fiscal year.

(d) **OBLIGATION, DISTRIBUTION, AND UTILIZATION OF FUNDS.**—

(1) **REQUIREMENTS FOR OBLIGATION.**—

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(A) IN GENERAL.—Not later than 9 months after the announcement referred to in subsection (c)(2), each recipient or project sponsor shall meet all requirements for the obligation of those funds, including site control, matching funds, and environmental review requirements, except as provided in subparagraphs (B) and (C).

(B) ACQUISITION, REHABILITATION, OR CONSTRUCTION.—Not later than 24 months after the announcement referred to in subsection (c)(2), each recipient or project sponsor seeking the obligation of funds for acquisition of housing, rehabilitation of housing, or construction of new housing for a grant announced under subsection (c)(2) shall meet all requirements for the obligation of those funds, including site control, matching funds, and environmental review requirements.

(C) EXTENSIONS.—At the discretion of the Secretary, and in compelling circumstances, the Secretary may extend the date by which a recipient or project sponsor shall meet the requirements described in subparagraphs (A) and (B) if the Secretary determines that compliance with the requirements was delayed due to factors beyond the reasonable control of the recipient or project sponsor. Such factors may include difficulties in obtaining site control for a proposed project, completing the process of obtaining secure financing for the project, obtaining approvals from State or local governments, or completing the technical submission requirements for the project.

(2) OBLIGATION.—Not later than 45 days after a recipient or project sponsor meets the requirements described in paragraph (1), the Secretary shall obligate the funds for the grant involved.

(3) DISTRIBUTION.—A recipient that receives funds through such a grant--

(A) shall distribute the funds to project sponsors (in advance of expenditures by the project sponsors); and

(B) shall distribute the appropriate portion of the funds to a project sponsor not later than 45 days after receiving a request for such distribution from the project sponsor.

(4) EXPENDITURE OF FUNDS.—The Secretary may establish a date by which funds made available through a grant announced under subsection (c)(2) for a homeless assistance project shall be entirely expended by the recipient or project sponsors involved. The date established under this paragraph shall not occur before the expiration of the 24-month period beginning on the date that funds are obligated for activities described under paragraphs (1) or (2) of section 423(a). The Secretary shall recapture the funds not expended by such date. The Secretary shall reallocate the funds for another homeless assistance and prevention project that meets the requirements of this subtitle to be carried out, if possible and appropriate, in the same geographic area as the area served through the original grant.



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(e) RENEWAL FUNDING FOR UNSUCCESSFUL APPLICANTS.—The Secretary may renew funding for a specific project previously funded under this subtitle that the Secretary determines meets the purposes of this subtitle, and was included as part of a total application that met the criteria of subsection (c), even if the application was not selected to receive grant assistance. The Secretary may renew the funding for a period of not more than 1 year, and under such conditions as the Secretary determines to be appropriate.

(f) CONSIDERATIONS IN DETERMINING RENEWAL FUNDING.—When providing renewal funding for leasing, operating costs, or rental assistance for permanent housing, the Secretary shall make adjustments proportional to increases in the fair market rents in the geographic area.

(g) MORE THAN 1 APPLICATION FOR A GEOGRAPHIC AREA.—If more than 1 collaborative applicant applies for funds for a geographic area, the Secretary shall award funds to the collaborative applicant with the highest score based on the selection criteria set forth in section 427.

(h) APPEALS.—

(1) IN GENERAL.—The Secretary shall establish a timely appeal procedure for grant amounts awarded or denied under this subtitle pursuant to a collaborative application or solo application for funding.

(2) PROCESS.—The Secretary shall ensure that the procedure permits appeals submitted by entities carrying out homeless housing and services projects (including emergency shelters and homelessness prevention programs), and all other applicants under this subtitle.

(i) SOLO APPLICANTS.—A solo applicant may submit an application to the Secretary for a grant under subsection (a) and be awarded such grant on the same basis as such grants are awarded to other applicants based on the criteria described in section 427, but only if the Secretary determines that the solo applicant has attempted to participate in the continuum of care process but was not permitted to participate in a reasonable manner. The Secretary may award such grants directly to such applicants in a manner determined to be appropriate by the Secretary.

(j) FLEXIBILITY TO SERVE PERSONS DEFINED AS HOMELESS UNDER OTHER FEDERAL LAWS.—

(1) IN GENERAL.—A collaborative applicant may use not more than 10 percent of funds awarded under this subtitle (continuum of care funding) for any of the types of eligible activities specified in paragraphs (1) through (7) of section 423(a) to serve families with children and youth defined as homeless under other Federal statutes, or homeless families with children and youth defined as homeless under section 103(a)(6), but only if the applicant demonstrates that the use of such funds is of an equal or greater priority or is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under section 427(b)(1)(B), especially with respect to children and unaccompanied youth.

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(2) LIMITATIONS.—The 10 percent limitation under paragraph (1) shall not apply to collaborative applicants in which the rate of homelessness, as calculated in the most recent point in time count, is less than one-tenth of 1 percent of total population.

(3) TREATMENT OF CERTAIN POPULATIONS.—

(A) IN GENERAL.—Notwithstanding section 103(a) and subject to subparagraph (B), funds awarded under this subtitle may be used for eligible activities to serve unaccompanied youth and homeless families and children defined as homeless under section 103(a)(6) only pursuant to paragraph (1) of this subsection and such families and children shall not otherwise be considered as homeless for purposes of this subtitle.

(B) AT RISK OF HOMELESSNESS.—Subparagraph (A) may not be construed to prevent any unaccompanied youth and homeless families and children defined as homeless under section 103(a)(6) from qualifying for, and being treated for purposes of this subtitle as, at risk of homelessness or from eligibility for any projects, activities, or services carried out using amounts provided under this subtitle for which individuals or families that are at risk of homelessness are eligible.

SEC. 423. [42 USC 11383]. ELIGIBLE ACTIVITIES.

(a) IN GENERAL.—Grants awarded under section 422 to qualified applicants shall be used to carry out projects that serve homeless individuals or families that consist of one or more of the following eligible activities:

- (1) Construction of new housing units to provide transitional or permanent housing.
- (2) Acquisition or rehabilitation of a structure to provide transitional or permanent housing, other than emergency shelter, or to provide supportive services.
- (3) Leasing of property, or portions of property, not owned by the recipient or project sponsor involved, for use in providing transitional or permanent housing, or providing supportive services.
- (4) Provision of rental assistance to provide transitional or permanent housing to eligible persons. The rental assistance may include tenant-based, project-based, or sponsor-based rental assistance. Project-based rental assistance, sponsor-based rental assistance, and operating cost assistance contracts carried out by project sponsors receiving grants under this section may, at the discretion of the applicant and the project sponsor, have an initial term of 15 years, with assistance for the first 5 years paid with funds authorized for appropriation under this Act, and assistance for the remainder of the term treated as a renewal of an expiring contract as provided in section 429. Project-based rental assistance may include rental assistance to preserve existing permanent supportive housing for homeless individuals and families.

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(5) Payment of operating costs for housing units assisted under this subtitle or for the preservation of housing that will serve homeless individuals and families and for which another form of assistance is expiring or otherwise no longer available.

(6) Supportive services for individuals and families who are currently homeless, who have been homeless in the prior six months but are currently residing in permanent housing, or who were previously homeless and are currently residing in permanent supportive housing.

(7) Provision of rehousing services, including housing search, mediation or outreach to property owners, credit repair, providing security or utility deposits, rental assistance for a final month at a location, assistance with moving costs, or other activities that—

(A) are effective at moving homeless individuals and families immediately into housing; or

(B) may benefit individuals and families who in the prior 6 months have been homeless, but are currently residing in permanent housing.

(8) In the case of a collaborative applicant that is a legal entity, performance of the duties described under section 402(f)(3).

(9) Operation of, participation in, and ensuring consistent participation by project sponsors in, a community-wide homeless management information system.

(10) In the case of a collaborative applicant that is a legal entity, payment of administrative costs related to meeting the requirements described in paragraphs (1) and (2) of section 402(f), for which the collaborative applicant may use not more than 3 percent of the total funds made available in the geographic area under this subtitle for such costs.

(11) In the case of a collaborative applicant that is a unified funding agency under section 402(g), payment of administrative costs related to meeting the requirements of that section, for which the unified funding agency may use not more than 3 percent of the total funds made available in the geographic area under this subtitle for such costs, in addition to funds used under paragraph (10).

(12) Payment of administrative costs to project sponsors, for which each project sponsor may use not more than 10 percent of the total funds made available to that project sponsor through this subtitle for such costs.

(b) **MINIMUM GRANT TERMS.**—The Secretary may impose minimum grant terms of up to 5 years for new projects providing permanent housing.

(c) **USE RESTRICTIONS.**—

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(1) ACQUISITION, REHABILITATION, AND NEW CONSTRUCTION.—A project that consists of activities described in paragraph (1) or (2) of subsection (a) shall be operated for the purpose specified in the application submitted for the project under section 422 for not less than 15 years.

(2) OTHER ACTIVITIES.—A project that consists of activities described in any of paragraphs (3) through (12) of subsection (a) shall be operated for the purpose specified in the application submitted for the project under section 422 for the duration of the grant period involved.

(3) CONVERSION.—If the recipient or project sponsor carrying out a project that provides transitional or permanent housing submits a request to the Secretary to carry out instead a project for the direct benefit of low-income persons, and the Secretary determines that the initial project is no longer needed to provide transitional or permanent housing, the Secretary may approve the project described in the request and authorize the recipient or project sponsor to carry out that project.

**(d) REPAYMENT OF ASSISTANCE AND PREVENTION OF UNDUE BENEFITS.—**

(1) REPAYMENT.—If a recipient or project sponsor receives assistance under section 422 to carry out a project that consists of activities described in paragraph (1) or (2) of subsection (a) and the project ceases to provide transitional or permanent housing—

(A) earlier than 10 years after operation of the project begins, the Secretary shall require the recipient or project sponsor to repay 100 percent of the assistance; or

(B) not earlier than 10 years, but earlier than 15 years, after operation of the project begins, the Secretary shall require the recipient or project sponsor to repay 20 percent of the assistance for each of the years in the 15-year period for which the project fails to provide that housing.

(2) PREVENTION OF UNDUE BENEFITS.—Except as provided in paragraph (3), if any property is used for a project that receives assistance under subsection (a) and consists of activities described in paragraph (1) or (2) of subsection (a), and the sale or other disposition of the property occurs before the expiration of the 15-year period beginning on the date that operation of the project begins, the recipient or project sponsor who received the assistance shall comply with such terms and conditions as the Secretary may prescribe to prevent the recipient or project sponsor from unduly benefitting from such sale or disposition.

(3) EXCEPTION.—A recipient or project sponsor shall not be required to make the repayments, and comply with the terms and conditions, required under paragraph (1) or (2) if—

(A) the sale or disposition of the property used for the project results in the use of the property for the direct benefit of very low-income persons;

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(B) all of the proceeds of the sale or disposition are used to provide transitional or permanent housing meeting the requirements of this subtitle;

(C) project-based rental assistance or operating cost assistance from any Federal program or an equivalent State or local program is no longer made available and the project is meeting applicable performance standards, provided that the portion of the project that had benefitted from such assistance continues to meet the tenant income and rent restrictions for low-income units under section 42(g) of the Internal Revenue Code of 1986; or

(D) there are no individuals and families in the geographic area who are homeless, in which case the project may serve individuals and families at risk of homelessness.

(e) STAFF TRAINING.—The Secretary may allow reasonable costs associated with staff training to be included as part of the activities described in subsection (a).

(f) ELIGIBILITY FOR PERMANENT HOUSING.—Any project that receives assistance under subsection (a) and that provides project-based or sponsor-based permanent housing for homeless individuals or families with a disability, including projects that meet the requirements of subsection (a) and subsection (d)(2)(A) of section 428 may also serve individuals who had previously met the requirements for such project prior to moving into a different permanent housing project.

(g) ADMINISTRATION OF RENTAL ASSISTANCE.—Provision of permanent housing rental assistance shall be administered by a State, unit of general local government, or public housing agency.

**SEC. 424. INCENTIVES FOR HIGH-PERFORMING COMMUNITIES.**

(a) DESIGNATION AS A HIGH-PERFORMING COMMUNITY.—

(1) IN GENERAL.—The Secretary shall designate, on an annual basis, which collaborative applicants represent high-performing communities.

(2) CONSIDERATION.—In determining whether to designate a collaborative applicant as a high-performing community under paragraph (1), the Secretary shall establish criteria to ensure that the requirements described under paragraphs (1)(B) and (2)(B) of subsection (d) are measured by comparing homeless individuals and families under similar circumstances, in order to encourage projects in the geographic area to serve homeless individuals and families with more severe barriers to housing stability.

(3) 2-year PHASE IN.—In each of the first 2 years after the effective date under section 1503 of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Secretary shall designate not more than 10 collaborative applicants as high-performing communities.

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(4) EXCESS OF QUALIFIED APPLICANTS.—If, during the 2-year period described under paragraph (2), more than 10 collaborative applicants could qualify to be designated as high-performing communities, the Secretary shall designate the 10 that have, in the discretion of the Secretary, the best performance based on the criteria described under subsection (d).

(5) TIME LIMIT ON DESIGNATION.—The designation of any collaborative applicant as a high-performing community under this subsection shall be effective only for the year in which such designation is made. The Secretary, on an annual basis, may renew any such designation.

**(b) APPLICATION.—**

(1) IN GENERAL.—A collaborative applicant seeking designation as a high-performing community under subsection (a) shall submit an application to the Secretary at such time, and in such manner as the Secretary may require.

(2) CONTENT OF APPLICATION.—In any application submitted under paragraph (1), a collaborative applicant shall include in such application--

(A) a report showing how any money received under this subtitle in the preceding year was expended; and

(B) information that such applicant can meet the requirements described under subsection (d).

(3) PUBLICATION OF APPLICATION.—The Secretary shall—

(A) publish any report or information submitted in an application under this section in the geographic area represented by the collaborative applicant; and

(B) seek comments from the public as to whether the collaborative applicant seeking designation as a high-performing community meets the requirements described under subsection (d).

(c) USE OF FUNDS.—Funds awarded under section 422(a) to a project sponsor who is located in a high-performing community may be used—

(1) for any of the eligible activities described in section 423; or

(2) for any of the eligible activities described in paragraphs (4) and (5) of section 415(a).

(d) DEFINITION OF HIGH-PERFORMING COMMUNITY.—For purposes of this section, the term 'high-performing community' means a geographic area that demonstrates through reliable data that all five of the following requirements are met for that geographic area:

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(1) TERM OF HOMELESSNESS.—The mean length of episodes of homelessness for that geographic area--

(A) is less than 20 days; or

(B) for individuals and families in similar circumstances in the preceding year was at least 10 percent less than in the year before.

(2) FAMILIES LEAVING HOMELESSNESS.—Of individuals and families--

(A) who leave homelessness, fewer than 5 percent of such individuals and families become homeless again at any time within the next 2 years; or

(B) in similar circumstances who leave homelessness, the percentage of such individuals and families who become homeless again within the next 2 years has decreased by at least 20 percent from the preceding year.

(3) COMMUNITY ACTION.—The communities that compose the geographic area have--

(A) actively encouraged homeless individuals and families to participate in homeless assistance services available in that geographic area; and

(B) included each homeless individual or family who sought homeless assistance services in the data system used by that community for determining compliance with this subsection.

(4) EFFECTIVENESS OF PREVIOUS ACTIVITIES.—If recipients in the geographic area have used funding awarded under section 422(a) for eligible activities described under section 415(a) in previous years based on the authority granted under subsection (c), that such activities were effective at reducing the number of individuals and families who became homeless in that community.

(5) FLEXIBILITY TO SERVE PERSONS DEFINED AS HOMELESS UNDER OTHER FEDERAL LAWS.—With respect to collaborative applicants exercising the authority under section 422(j) to serve homeless families with children and youth defined as homeless under other Federal statutes, effectiveness in achieving the goals and outcomes identified in subsection 427(b)(1)(F) according to such standards as the Secretary shall promulgate.

(e) COOPERATION AMONG ENTITIES.—A collaborative applicant designated as a high-performing community under this section shall cooperate with the Secretary in distributing information about successful efforts within the geographic area represented by the collaborative applicant to reduce homelessness.

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SEC. 425. [42 USC 11385]. SUPPORTIVE SERVICES.

(a) IN GENERAL.—To the extent practicable, each project shall provide supportive services for residents of the project and homeless persons using the project, which may be designed by the recipient or participants.

(b) REQUIREMENTS.—Supportive services provided in connection with a project shall address the special needs of individuals (such as homeless persons with disabilities and homeless families with children) intended to be served by a project.

(c) SERVICES.—Supportive services may include such activities as (A) establishing and operating a child care services program for homeless families, (B) establishing and operating an employment assistance program, (C) providing outpatient health services, food, and case management, (D) providing assistance in obtaining permanent housing, employment counseling, and nutritional counseling, (E) providing security arrangements necessary for the protection of residents of supportive housing and for homeless persons using the housing or project, (F) providing assistance in obtaining other Federal, State, and local assistance available for such residents (including mental health benefits, employment counseling, and medical assistance, but not including major medical equipment), and (G) providing other appropriate services.

(d) PROVISION OF SERVICES.—Services provided pursuant to this section may be provided directly by the recipient or by contract with other public or private service providers. Such services may be provided to homeless individuals who do not reside in supportive housing.

(e) COORDINATION WITH SECRETARY OF HEALTH AND HUMAN SERVICES.—

(1) APPROVAL.—Promptly upon receipt of any application for assistance under this subtitle that includes the provision of outpatient health services, the Secretary of Housing and Urban Development shall consult with the Secretary of Health and Human Services with respect to the proposed outpatient health services. If, within 45 days of such consultation, the Secretary of Health and Human Services determines that the proposal for delivery of the outpatient health services does not meet guidelines for determining the appropriateness of such proposed services, the Secretary of Housing and Urban Development may require resubmission of the application, and the Secretary of Housing and Urban Development may not approve such portion of the application unless and until such portion has been resubmitted in a form that the Secretary of Health and Human Services determines meets such guidelines.

(2) GUIDELINES.—The Secretary of Housing and Urban Development and the Secretary of Health and Human Services shall jointly establish guidelines for determining the appropriateness of proposed outpatient health services under this section. Such guidelines shall include any provisions necessary to enable the Secretary of Housing and Urban Development to meet the time limits under this subtitle for the final selection of applications for assistance.

SEC. 426. [42 USC 11386]. PROGRAM REQUIREMENTS.



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(a) **SITE CONTROL.**—The Secretary shall require that each application include reasonable assurances that the applicant will own or have control of a site for the proposed project not later than the expiration of the 12-month period beginning upon notification of an award for grant assistance, unless the application proposes providing supportive housing assistance under section 423(a)(3) or housing that will eventually be owned or controlled by the families and individuals served. An applicant may obtain ownership or control of a suitable site different from the site specified in the application. If any recipient or project sponsor fails to obtain ownership or control of the site within 12 months after notification of an award for grant assistance, the grant shall be recaptured and reallocated under this subtitle.

(b) **REQUIRED AGREEMENTS.**—The Secretary may not provide assistance for a proposed project under this subtitle unless the collaborative applicant involved agrees—

(1) to ensure the operation of the project in accordance with the provisions of this subtitle;

(2) to monitor and report to the Secretary the progress of the project;

(3) to ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;

(4) to require certification from all project sponsors that—

(A) they will maintain the confidentiality of records pertaining to any individual or family provided family violence prevention or treatment services through the project;

(B) that the address or location of any family violence shelter project assisted under this subtitle will not be made public, except with written authorization of the person responsible for the operation of such project;

(C) they will establish policies and practices that are consistent with, and do not restrict the exercise of rights provided by, subtitle B of title VII, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

(D) in the case of programs that provide housing or services to families, they will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of this Act(42 U.S.C. 11431 et seq.); and

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(E) they will provide data and reports as required by the Secretary pursuant to the Act;

(5) if a collaborative applicant is a unified funding agency under section 402(g) and receives funds under subtitle C to carry out the payment of administrative costs described in section 423(a)(11), to establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, such funds in order to ensure that all financial transactions carried out with such funds are conducted, and records maintained, in accordance with generally accepted accounting principles;

(6) to monitor and report to the Secretary the provision of matching funds as required by section 430;

(7) to take the educational needs of children into account when families are placed in emergency or transitional shelter and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education; and

(8) to comply with such other terms and conditions as the Secretary may establish to carry out this subtitle in an effective and efficient manner.

(c) OCCUPANCY CHARGE.—Each homeless individual or family residing in a project providing supportive housing may be required to pay an occupancy charge in an amount determined by the recipient or project sponsor providing the project, which may not exceed the amount determined under section 3(a) of the United States Housing Act of 1937. Occupancy charges paid may be reserved, in whole or in part, to assist residents in moving to permanent housing.

(d) FLOOD PROTECTION STANDARDS.—Flood protection standards applicable to housing acquired, rehabilitated, constructed, or assisted under this subtitle shall be no more restrictive than the standards applicable under Executive Order No. 11988 (May 24, 1977) to the other programs under this title.

(e) PARTICIPATION OF HOMELESS INDIVIDUALS.—The Secretary shall, by regulation, require each recipient or project sponsor to provide for the participation of not less than 1 homeless individual or former homeless individual on the board of directors or other equivalent policymaking entity of the recipient or project sponsor, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this subtitle. The Secretary may grant waivers to applicants unable to meet the requirement under the preceding sentence if the applicant agrees to otherwise consult with homeless or formerly homeless individuals in considering and making such policies and decisions.

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(f) **LIMITATION ON USE OF FUNDS.**—No assistance received under this subtitle (or any State or local government funds used to supplement such assistance) may be used to replace other State or local funds previously used, or designated for use, to assist homeless persons.

(g) **TERMINATION OF ASSISTANCE.**—If an individual or family who receives assistance under this subtitle (not including residents of an emergency shelter) from a recipient violates program requirements, the recipient may terminate assistance in accordance with a formal process established by the recipient that recognizes the rights of individuals receiving such assistance to due process of law, which may include a hearing.

**SEC. 427. SELECTION CRITERIA.**

(a) **IN GENERAL.**—The Secretary shall award funds to recipients through a national competition between geographic areas based on criteria established by the Secretary.

(b) **REQUIRED CRITERIA.**—

(1) **IN GENERAL.**—The criteria established under subsection (a) shall include—

(A) the previous performance of the recipient regarding homelessness, including performance related to funds provided under section 412 (except that recipients applying from geographic areas where no funds have been awarded under this subtitle, or under subtitles C, D, E, or F of title IV of this Act, as in effect prior to the date of the enactment of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, shall receive full credit for performance under this subparagraph), measured by criteria that shall be announced by the Secretary, that shall take into account barriers faced by individual homeless people, and that shall include—

(i) the length of time individuals and families remain homeless;

(ii) the extent to which individuals and families who leave homelessness experience additional spells of homelessness;

(iii) the thoroughness of grantees in the geographic area in reaching homeless individuals and families;

(iv) overall reduction in the number of homeless individuals and families;

(v) jobs and income growth for homeless individuals and families;

(vi) success at reducing the number of individuals and families who become homeless;

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(vii) other accomplishments by the recipient related to reducing homelessness; and

(viii) for collaborative applicants that have exercised the authority under section 422(j) to serve families with children and youth defined as homeless under other Federal statutes, success in achieving the goals and outcomes identified in section 427(b)(1)(F);

(B) the plan of the recipient, which shall describe—

(i) how the number of individuals and families who become homeless will be reduced in the community;

(ii) how the length of time that individuals and families remain homeless will be reduced;

(iii) how the recipient will collaborate with local education authorities to assist in the identification of individuals and families who become or remain homeless and are informed of their eligibility for services under subtitle B of title VII of this Act (42 U.S.C. 11431 et seq.);

(iv) the extent to which the recipient will—

(I) address the needs of all relevant subpopulations;

(II) incorporate comprehensive strategies for reducing homelessness, including the interventions referred to in section 428(d);

(III) set quantifiable performance measures;

(IV) set timelines for completion of specific tasks;

(V) identify specific funding sources for planned activities; and

(VI) identify an individual or body responsible for overseeing implementation of specific strategies; and

(v) whether the recipient proposes to exercise authority to use funds under section 422(j), and if so, how the recipient will achieve the goals and outcomes identified in section 427(b)(1)(F);

(C) the methodology of the recipient used to determine the priority for funding local projects under section 422(c)(1), including the extent to which the priority-setting process—

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(i) uses periodically collected information and analysis to determine the extent to which each project has resulted in rapid return to permanent housing for those served by the project, taking into account the severity of barriers faced by the people the project serves;

(ii) considers the full range of opinions from individuals or entities with knowledge of homelessness in the geographic area or an interest in preventing or ending homelessness in the geographic area;

(iii) is based on objective criteria that have been publicly announced by the recipient; and

(iv) is open to proposals from entities that have not previously received funds under this subtitle;

(D) the extent to which the amount of assistance to be provided under this subtitle to the recipient will be supplemented with resources from other public and private sources, including mainstream programs identified by the Government Accountability Office in the two reports described in section 203(a)(7);

(E) demonstrated coordination by the recipient with the other Federal, State, local, private, and other entities serving individuals and families experiencing homelessness and at risk of homelessness in the planning and operation of projects;

(F) for collaborative applicants exercising the authority under section 422(j) to serve homeless families with children and youth defined as homeless under other Federal statutes, program goals and outcomes, which shall include—

(i) preventing homelessness among the subset of such families with children and youth who are at highest risk of becoming homeless, as such term is defined for purposes of this title; or

(ii) achieving independent living in permanent housing among such families with children and youth, especially those who have a history of doubled-up and other temporary housing situations or are living in a temporary housing situation due to lack of available and appropriate emergency shelter, through the provision of eligible assistance that directly contributes to achieving such results including assistance to address chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, or multiple barriers to employment; and

(G) such other factors as the Secretary determines to be appropriate to carry out this subtitle in an effective and efficient manner.

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(2) **ADDITIONAL CRITERIA.**—In addition to the criteria required under paragraph (1), the criteria established under paragraph (1) shall also include the need within the geographic area for homeless services, determined as follows and under the following conditions:

(A) **NOTICE.**—The Secretary shall inform each collaborative applicant, at a time concurrent with the release of the notice of funding availability for the grants, of the pro rata estimated grant amount under this subtitle for the geographic area represented by the collaborative applicant.

(B) **AMOUNT.**—

(i) **FORMULA.**—Such estimated grant amounts shall be determined by a formula, which shall be developed by the Secretary, by regulation, not later than the expiration of the 2-year period beginning upon the date of the enactment of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, that is based upon factors that are appropriate to allocate funds to meet the goals and objectives of this subtitle.

(ii) **COMBINATIONS OR CONSORTIA.**—For a collaborative applicant that represents a combination or consortium of cities or counties, the estimated need amount shall be the sum of the estimated need amounts for the cities or counties represented by the collaborative applicant.

(iii) **AUTHORITY OF SECRETARY.**—Subject to the availability of appropriations, the Secretary shall increase the estimated need amount for a geographic area if necessary to provide 1 year of renewal funding for all expiring contracts entered into under this subtitle for the geographic area.

(3) **HOMELESSNESS COUNTS.**—The Secretary shall not require that communities conduct an actual count of homeless people other than those described in paragraphs (1) through (4) of section 103(a) of this Act (42 U.S.C. 11302(a)).

(c) **ADJUSTMENTS.**—The Secretary may adjust the formula described in subsection (b)(2) as necessary—

(1) to ensure that each collaborative applicant has sufficient funding to renew all qualified projects for at least one year; and

(2) to ensure that collaborative applicants are not discouraged from replacing renewal projects with new projects that the collaborative applicant determines will better be able to meet the purposes of this Act.

**SEC. 428. ALLOCATION OF AMOUNTS AND INCENTIVES FOR SPECIFIC ELIGIBLE ACTIVITIES.**

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

**(a) MINIMUM ALLOCATION FOR PERMANENT HOUSING FOR HOMELESS INDIVIDUALS AND FAMILIES WITH DISABILITIES.—**

(1) IN GENERAL.—From the amounts made available to carry out this subtitle for a fiscal year, a portion equal to not less than 30 percent of the sums made available to carry out subtitle B and this subtitle, shall be used for permanent housing for homeless individuals with disabilities and homeless families that include such an individual who is an adult or a minor head of household if no adult is present in the household.

(2) CALCULATION.—In calculating the portion of the amount described in paragraph (1) that is used for activities that are described in paragraph (1), the Secretary shall not count funds made available to renew contracts for existing projects under section 429.

(3) ADJUSTMENT.—The 30 percent figure in paragraph (1) shall be reduced proportionately based on need under section 427(b)(2) in geographic areas for which subsection (e) applies in regard to subsection (d)(2)(A).

(4) SUSPENSION.—The requirement established in paragraph (1) shall be suspended for any year in which funding available for grants under this subtitle after making the allocation established in paragraph (1) would not be sufficient to renew for 1 year all existing grants that would otherwise be fully funded under this subtitle.

(5) TERMINATION.—The requirement established in paragraph (1) shall terminate upon a finding by the Secretary that since the beginning of 2001 at least 150,000 new units of permanent housing for homeless individuals and families with disabilities have been funded under this subtitle.

**(b) SET-ASIDE FOR PERMANENT HOUSING FOR HOMELESS FAMILIES WITH CHILDREN.—**From the amounts made available to carry out this subtitle for a fiscal year, a portion equal to not less than 10 percent of the sums made available to carry out subtitle B and this subtitle for that fiscal year shall be used to provide or secure permanent housing for homeless families with children.

**(c) TREATMENT OF AMOUNTS FOR PERMANENT OR TRANSITIONAL HOUSING.—**Nothing in this Act may be construed to establish a limit on the amount of funding that an applicant may request under this subtitle for acquisition, construction, or rehabilitation activities for the development of permanent housing or transitional housing.

**(d) INCENTIVES FOR PROVEN STRATEGIES.—**

(1) IN GENERAL.—The Secretary shall provide bonuses or other incentives to geographic areas for using funding under this subtitle for activities that have been proven to be effective at reducing homelessness generally, reducing homelessness for a specific subpopulation, or achieving homeless prevention and independent living goals as set forth in section 427(b)(1)(F).

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(2) **RULE OF CONSTRUCTION.**—For purposes of this subsection, activities that have been proven to be effective at reducing homelessness generally or reducing homelessness for a specific subpopulation includes—

(A) permanent supportive housing for chronically homeless individuals and families;

(B) for homeless families, rapid rehousing services, short-term flexible subsidies to overcome barriers to rehousing, support services concentrating on improving incomes to pay rent, coupled with performance measures emphasizing rapid and permanent rehousing and with leveraging funding from mainstream family service systems such as Temporary Assistance for Needy Families and Child Welfare services; and

(C) any other activity determined by the Secretary, based on research and after notice and comment to the public, to have been proven effective at reducing homelessness generally, reducing homelessness for a specific subpopulation, or achieving homeless prevention and independent living goals as set forth in section 427(b)(1)(F).

(3) **BALANCE OF INCENTIVES FOR PROVEN STRATEGIES.**—To the extent practicable, in providing bonuses or incentives for proven strategies, the Secretary shall seek to maintain a balance among strategies targeting homeless individuals, families, and other subpopulations. The Secretary shall not implement bonuses or incentives that specifically discourage collaborative applicants from exercising their flexibility to serve families with children and youth defined as homeless under other Federal statutes.

(e) **INCENTIVES FOR SUCCESSFUL IMPLEMENTATION OF PROVEN STRATEGIES.**—If any geographic area demonstrates that it has fully implemented any of the activities described in subsection (d) for all homeless individuals and families or for all members of subpopulations for whom such activities are targeted, that geographic area shall receive the bonus or incentive provided under subsection (d), but may use such bonus or incentive for any eligible activity under either section 423 or paragraphs (4) and (5) of section 415(a) for homeless people generally or for the relevant subpopulation.

**SEC. 429. RENEWAL FUNDING AND TERMS OF ASSISTANCE FOR PERMANENT HOUSING.**

(a) **IN GENERAL.**—Renewal of expiring contracts for leasing, rental assistance, or operating costs for permanent housing contracts may be funded either—

(1) under the appropriations account for this title; or

(2) the section 8 project-based rental assistance account.



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**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009**

(b) RENEWALS.—The sums made available under subsection (a) shall be available for the renewal of contracts in the case of tenant-based assistance, successive 1-year terms, and in the case of project-based assistance, successive terms of up to 15 years at the discretion of the applicant or project sponsor and subject to the availability of annual appropriations, for rental assistance and housing operation costs associated with permanent housing projects funded under this subtitle, or under subtitle C or F (as in effect on the day before the effective date of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009). The Secretary shall determine whether to renew a contract for such a permanent housing project on the basis of certification by the collaborative applicant for the geographic area that—

(1) there is a demonstrated need for the project; and

(2) the project complies with program requirements and appropriate standards of housing quality and habitability, as determined by the Secretary.

(c) CONSTRUCTION.—Nothing in this section shall be construed as prohibiting the Secretary from renewing contracts under this subtitle in accordance with criteria set forth in a provision of this subtitle other than this section.

**SEC. 430. MATCHING FUNDING.**

(a) IN GENERAL.—A collaborative applicant in a geographic area in which funds are awarded under this subtitle shall specify contributions from any source other than a grant awarded under this subtitle, including renewal funding of projects assisted under subtitles C, D, and F of this title as in effect before the effective date under section 1503 of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, that shall be made available in the geographic area in an amount equal to not less than 25 percent of the funds provided to recipients in the geographic area, except that grants for leasing shall not be subject to any match requirement.

(b) LIMITATIONS ON IN-KIND MATCH.—The cash value of services provided to the residents or clients of a project sponsor by an entity other than the project sponsor may count toward the contributions in subsection (a) only when documented by a memorandum of understanding between the project sponsor and the other entity that such services will be provided.

(c) COUNTABLE ACTIVITIES.—The contributions required under subsection (a) may consist of—

(1) funding for any eligible activity described under section 423; and

(2) subject to subsection (b), in-kind provision of services of any eligible activity described under section 423.

**SEC. 431. APPEAL PROCEDURE.**

**The McKinney-Vento Homeless Assistance Act**  
**As amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to**  
**Housing (HEARTH) Act of 2009**

(a) IN GENERAL.—With respect to funding under this subtitle, if certification of consistency with the consolidated plan pursuant to section 403 is withheld from an applicant who has submitted an application for that certification, such applicant may appeal such decision to the Secretary.

(b) PROCEDURE.—The Secretary shall establish a procedure to process the appeals described in subsection (a).

(c) DETERMINATION.—Not later than 45 days after the date of receipt of an appeal described in subsection (a), the Secretary shall determine if certification was unreasonably withheld. If such certification was unreasonably withheld, the Secretary shall review such application and determine if such applicant shall receive funding under this subtitle.

**SEC. 432. [42 USC 11387]. REGULATIONS.**

Not later than the expiration of the 90-day period beginning on October 28, 1992, the Secretary shall issue interim regulations to carry out this subtitle, which shall take effect upon issuance. The Secretary shall issue final regulations to carry out this subtitle after notice and opportunity for public comment regarding the interim regulations, pursuant to the provisions of section 553 of Title 5, United States Code (notwithstanding subsections (a)(2), (b)(B), and (d)(3) of such section). The duration of the period for public comment shall not be less than 60 days, and the final regulations shall be issued not later than the expiration of the 60-day period beginning upon the conclusion of the comment period and shall take effect upon issuance.

**SEC. 433. [42 USC 11388]. REPORTS TO CONGRESS.**

The Secretary shall submit a report to the Congress annually, summarizing the activities carried out under this subtitle and setting forth the findings, conclusions, and recommendations of the Secretary as a result of the activities. The report shall be submitted not later than 4 months after the end of each fiscal year (except that, in the case of fiscal year 1993, the report shall be submitted not later than 6 months after the end of the fiscal year).

**SEC. 429. [42 USC 11389]. AUTHORIZATION OF APPROPRIATIONS.**

**REPEALED.**

**SUBTITLE D—SAFE HAVENS FOR HOMELESS INDIVIDUALS DEMONSTRATION PROGRAM**

**REPEALED.**

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**SUBTITLE E—MISCELLANEOUS PROVISIONS**

**REPEALED.**

**SUBTITLE F—SHELTER PLUS CARE PROGRAM**  
**PART I—GENERAL REQUIREMENTS**

**REPEALED.**

**TITLE IV—HOUSING ASSISTANCE**

**SUBTITLE D—RURAL HOUSING STABILITY ASSISTANCE PROGRAM**

SEC. 491. [42 USC 11408]. RURAL HOUSING STABILITY GRANT PROGRAM.

(a) ESTABLISHMENT.—The Secretary of Housing and Urban Development shall establish and carry out a rural housing stability grant program. In carrying out the program, the Secretary may award grants to eligible organizations in lieu of grants under subtitle C in order to pay for the Federal share of the cost of—

(1) rehousing or improving the housing situations of individuals and families who are homeless or in the worst housing situations in the geographic area;

(2) stabilizing the housing of individuals and families who are in imminent danger of losing housing; and

(3) improving the ability of the lowest-income residents of the community to afford stable housing.

(b) USE OF FUNDS.—

(1) IN GENERAL.—An eligible organization may use a grant awarded under subsection (a) to provide, in rural areas—

(A) rent, mortgage, or utility assistance after 2 months of nonpayment in order to prevent eviction, foreclosure, or loss of utility service;

(B) security deposits, rent for the first month of residence at a new location, and relocation assistance;

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(C) short-term emergency lodging in motels or shelters, either directly or through vouchers;

(D) construction of new housing units to provide transitional or permanent housing to homeless individuals and families and individuals and families at risk of homelessness;

(E) acquisition or rehabilitation of a structure to provide supportive services or to provide transitional or permanent housing, other than emergency shelter, to homeless individuals and families and individuals and families at risk of homelessness;

(F) leasing of property, or portions of property, not owned by the recipient or project sponsor involved, for use in providing transitional or permanent housing to homeless individuals and families and individuals and families at risk of homelessness, or providing supportive services to such homeless and at-risk individuals and families;

(G) provision of rental assistance to provide transitional or permanent housing to homeless individuals and families and individuals and families at risk of homelessness, such rental assistance may include tenant-based or project-based rental assistance;

(H) payment of operating costs for housing units assisted under this title;

(I) rehabilitation and repairs such as insulation, window repair, door repair, roof repair, and repairs that are necessary to make premises habitable;

(J) development of comprehensive and coordinated support services that use and supplement, as needed, community networks of services, including—

(i) outreach services to reach eligible recipients;

(ii) case management;

(iii) housing counseling;

(iv) budgeting;

(v) job training and placement;

(vi) primary health care;

(vii) mental health services;

(viii) substance abuse treatment;

(ix) child care;

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- (x) transportation;
- (xi) emergency food and clothing;
- (xii) family violence services;
- (xiii) education services;
- (xiv) moving services;
- (xv) entitlement assistance; and
- (xvi) referrals to veterans services and legal services; and

(K) costs associated with making use of Federal inventory property programs to house homeless families, including the program established under title V of the Stewart B. McKinney Homeless Assistance Act and the Single Family Property Disposition Program established pursuant to section 204(g) of the National Housing Act.

(2) CAPACITY BUILDING ACTIVITIES.—Not more than 20 percent of the funds transferred under subsection (l)(1) for a fiscal year may be used by eligible organizations for capacity building activities, including payment of operating costs and staff retention.

(c) AWARD OF GRANTS.—

(1) COMMUNITIES WITH POPULATIONS OF LESS THAN 10,000.—

(A) SET-ASIDE.—In awarding grants under subsection (a) for a fiscal year, the Secretary shall make available not less than 50 percent of the funds transferred under subsection (l)(1) for the fiscal year for grants to eligible organizations serving communities that have populations of less than 10,000.

(B) PRIORITY WITHIN SET-ASIDE.—In awarding grants in accordance with subparagraph (A), the Secretary shall give priority to eligible organizations serving communities with populations of less than 5,000.

(2) COMMUNITIES WITHOUT SIGNIFICANT FEDERAL ASSISTANCE.—In awarding grants under subsection (a), including grants awarded in accordance with paragraph (1), the Secretary shall give priority to eligible organizations serving communities not currently receiving significant Federal assistance under this chapter.

(3) STATE LIMIT.—In awarding grants under subsection (a) for a fiscal year, the Secretary shall not award to eligible organizations within a State an aggregate sum of more than 10 percent of the funds transferred under subsection (l)(1), for the fiscal year.

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(d) APPLICATION.—In order to be eligible to receive a grant under subsection (a), an organization shall submit an application to the Secretary at such time, in such manner, and containing such information as the Secretary may require. The application shall include, at a minimum—

- (1) a description of the target population and geographic area to be served;
- (2) a description of the types of assistance to be provided;
- (3) an assurance that the assistance to be provided is closely related to the identified needs of the target population;
- (4) a description of the existing assistance available to the target population, including Federal, State, and local programs, and a description of the manner in which the organization will coordinate with and expand existing assistance or provide assistance not available in the immediate area;
- (5) an agreement by the organization that the organization will collect data on the projects conducted by the organization, including assistance provided, number and characteristics of persons served, and causes of homelessness for persons served;
- (6) a description of how individuals and families who are homeless or who have the lowest incomes in the community will be involved by the organization through employment, volunteer services, and otherwise, in providing, operating, and rehabilitating housing assisted under this section and in providing services assisted under this section and services for occupants of housing assisted under this section;
- (7) a description of consultations that took place within the community to ascertain the most important uses for funding under this section, including the involvement of potential beneficiaries of the project; and
- (8) a description of the extent and nature of homelessness and of the worst housing situations in the community.

(e) ELIGIBLE ORGANIZATIONS.—Organizations eligible to receive a grant under subsection (a) shall include private nonprofit entities and county and local governments.

(f) MATCHING FUNDING.—

(1) IN GENERAL.—An organization eligible to receive a grant under subsection (a) shall specify matching contributions from any source other than a grant awarded under this subtitle, that shall be made available in the geographic area in an amount equal to not less than

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25 percent of the funds provided for the project or activity, except that grants for leasing shall not be subject to any match requirement.

(2) **LIMITATIONS ON IN-KIND MATCH.**—The cash value of services provided to the beneficiaries or clients of an eligible organization by an entity other than the organization may count toward the contributions in paragraph (1) only when documented by a memorandum of understanding between the organization and the other entity that such services will be provided.

(3) **COUNTABLE ACTIVITIES.**—The contributions required under paragraph (1) may consist of—

(A) funding for any eligible activity described under subsection (b); and

(B) subject to paragraph (2), in-kind provision of services of any eligible activity described under subsection (b).

(g) **SELECTION CRITERIA.**—The Secretary shall establish criteria for selecting recipients of grants under subsection (a), including—

(1) the participation of potential beneficiaries of the project in assessing the need for, and importance of, the project in the community;

(2) the degree to which the project addresses the most harmful housing situations present in the community;

(3) the degree of collaboration with others in the community to meet the goals described in subsection (a);

(4) the performance of the organization in improving housing situations, taking account of the severity of barriers of individuals and families served by the organization;

(5) for organizations that have previously received funding under this section, the extent of improvement in homelessness and the worst housing situations in the community since such funding began;

(6) the need for such funds, as determined by the formula established under section 427(b)(2); and

(7) any other relevant criteria as determined by the Secretary.

(h) **EVALUATION.**—

(1) **IN GENERAL.**—Not later than 18 months after funding is first made available pursuant to the amendments made by title IV of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Secretary shall conduct an evaluation of the program to—

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(A) determine the effectiveness of the program in meeting the goals described in subsection (a) in the area served; and

(B) determine the types of assistance needed to meet the goals described in subsection (a) in rural areas.

(2) REPORT.—Not later than 24 months after funding is first made available pursuant to the amendment made by title IV of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Secretary shall submit to Congress, the evaluation of the program conducted under paragraph (1), including recommendations for any Federal administrative or legislative changes that may be necessary to improve the ability of rural communities to meet the goals described in subsection (a).

(i) TECHNICAL ASSISTANCE.—The Secretary shall provide technical assistance to eligible organizations in developing programs in accordance with this section, and in gaining access to other Federal resources that may be used to assist homeless persons in rural areas. Such assistance may be provided through regional workshops, and may be provided directly or through grants to, or contracts with, nongovernmental entities.

(j) TERMINATION OF ASSISTANCE.—If an individual or family who receives assistance under this section violates requirements of the assistance program provided by the organization receiving a grant under this section, the organization may terminate assistance in accordance with a formal process established by the organization that recognizes the rights of individuals receiving such assistance to due process of law, which may include a hearing.

(k) DEFINITIONS.—For purposes of this section:

(1) PROGRAM.—The term “program” means the rural housing stability grant program established under this section.

(2) RURAL AREA; RURAL COMMUNITY.—The terms “rural area” and “rural community” mean—

(A) any area or community, respectively, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget;

(B) any area or community, respectively, that is—

(i) within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area; and

(ii) located in a county where at least 75 percent of the population is rural;  
or



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(C) any area or community, respectively, located in a State that has population density of less than 30 persons per square mile (as reported in the most recent decennial census), and of which at least 1.25 percent of the total acreage of such State is under Federal jurisdiction, provided that no metropolitan city (as such term is defined in section 102 of the Housing and Community Development Act of 1974) in such State is the sole beneficiary of the grant amounts awarded under this section.

(3) SECRETARY.—The term “Secretary” means the Secretary of Housing and Urban Development.

(I) PROGRAM FUNDING.—

(1) IN GENERAL.—The Secretary shall determine the total amount of funding attributable under section 427(b)(2) to meet the needs of any geographic area in the Nation that applies for funding under this section. The Secretary shall transfer any amounts determined under this subsection from the Community Homeless Assistance Program and consolidate such transferred amounts for grants under this section, except that the Secretary shall transfer an amount not less than 5 percent of the amount available under subtitle C for grants under this section. Any amounts so transferred and not used for grants under this section due to an insufficient number of applications shall be transferred to be used for grants under subtitle C.

(2) AVAILABILITY.—Any amount paid to a grant recipient for a fiscal year that remains unobligated at the end of the year shall remain available to the recipient for the purposes for which the payment was made for the next fiscal year. The Secretary shall take such action as may be necessary to recover any amount not obligated by the recipient at the end of the second fiscal year, and shall redistribute the amount to another eligible organization.

(m) DETERMINATION OF FUNDING SOURCE.—For any fiscal year, in addition to funds awarded under subtitle B, funds under this title to be used in a city or county shall only be awarded under either subtitle C or subtitle D.

.....  
**TITLE I—GENERAL PROVISIONS**

SECTION 101. [42 U.S.C. 11301 note]. SHORT TITLE AND TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the “McKinney-Vento Homeless Assistance Act”.

(b) TABLE OF CONTENTS.—

[NOTE: Only title IV is listed.]

TITLE IV—HOUSING ASSISTANCE

**The McKinney-Vento Homeless Assistance Act**  
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**SUBTITLE A—GENERAL PROVISIONS**

- Sec. 401. Definitions.
- Sec. 402. Collaborative Applicants.
- Sec. 403. Housing affordability strategy.
- Sec. 404. Preventing involuntary family separation.
- Sec. 405. Technical assistance.
- Sec. 406. Discharge coordination policy.
- Sec. 407. Protection of personally identifying information by victim service providers.
- Sec. 408. Authorization of appropriations.

**SUBTITLE B—EMERGENCY SOLUTIONS GRANTS PROGRAM**

- Sec. 411. Definitions.
- Sec. 412. Grant assistance.
- Sec. 413. Amount and allocation of assistance.
- Sec. 414. Allocation and distribution of assistance.
- Sec. 415. Eligible activities.
- Sec. 416. Responsibilities of recipients.
- Sec. 417. Administrative provisions.
- Sec. 418. Administrative costs.

**SUBTITLE C—CONTINUUM OF CARE PROGRAM**

- Sec. 421. Purposes.
- Sec. 422. Continuum of care applications and grants.
- Sec. 423. Eligible activities.
- Sec. 424. Incentives for high-performing communities.
- Sec. 425. Supportive services.
- Sec. 426. Program requirements.
- Sec. 427. Selection criteria.
- Sec. 428. Allocation of amounts and incentives for specific eligible activities.
- Sec. 429. Renewal funding and terms of assistance for permanent housing.
- Sec. 430. Matching funding.
- Sec. 431. Appeal procedure.
- Sec. 432. Regulations.
- Sec. 433. Reports to Congress.

**SUBTITLE D—SAFE HAVENS FOR HOMELESS INDIVIDUALS DEMONSTRATION PROGRAM**

REPEALED.

**SUBTITLE E—MISCELLANEOUS PROGRAMS**

REPEALED.

**SUBTITLE F—SHELTER PLUS CARE PROGRAM**

REPEALED.

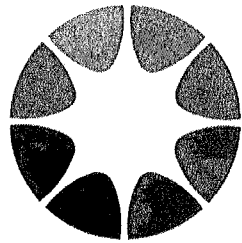
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SUBTITLE D—RURAL HOMELESS HOUSING ASSISTANCE

Sec. 491. Rural housing stability assistance.

Sec. 492. Use of FMHA inventory for transitional housing for homeless persons and  
for turnkey housing.

Exhibit C



Washington State  
Department of  
**Commerce**

## **Guidelines**

FOR THE

## **Consolidated Homeless Grant**

**November 1, 2022**

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## 1 Grant Basics

### 1.1 Overview

The Consolidated Homeless Grant (CHG) has several fund sources, including state general fund and document recording fees. Throughout the guidelines the funding sources are referred to as CHG Standard, Permanent Supportive Housing for Chronically Homeless Families (PSH CHF), Eviction Prevention, and Housing and Essential Needs (HEN). Each of the funds has different eligibility requirements. These guidelines provide information on how to comply with requirements and Commerce invites grantees to reach out for clarification, as needed.

Funding Source*	Allowable Interventions	Housing Status Eligibility	Income Eligibility	Where to Find Eligibility Requirements in Guidelines
CHG Standard	<ul style="list-style-type: none"><li>✓ Emergency Shelter<ul style="list-style-type: none"><li>• Drop-In</li><li>• Continuous Stay</li></ul></li><li>✓ Transitional Housing</li><li>✓ Homelessness Prevention</li><li>✓ Rapid Re-Housing</li><li>✓ Permanent Supportive Housing</li><li>✓ Street Outreach</li></ul>	<ul style="list-style-type: none"><li>✓ Homeless</li><li>✓ Homeless and a household member with a permanent disability</li><li>✓ At Risk of Homelessness</li></ul>	At or Below 80% AMI	<a href="#">Homelessness Assistance</a>  <a href="#">Homelessness Prevention</a>
Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)	<ul style="list-style-type: none"><li>✓ Permanent Supportive Housing</li><li>✓ Street Outreach</li></ul>	<ul style="list-style-type: none"><li>✓ Chronically homeless head of household with a permanent disability</li></ul>	At or Below 80% AMI	<a href="#">Homelessness Assistance</a>
Eviction Prevention (new 1277 legislation)	<ul style="list-style-type: none"><li>✓ Homelessness Prevention</li></ul>	<ul style="list-style-type: none"><li>✓ At Risk of Homelessness</li></ul>	At or Below 80% AMI	<a href="#">Homelessness Prevention</a>
Housing and Essential Needs (HEN)	<ul style="list-style-type: none"><li>✓ Transitional Housing (TH)**</li><li>✓ Homelessness Prevention (HP)</li><li>✓ Rapid Re-Housing (RRH)</li><li>✓ Permanent Supportive Housing (PSH)**</li><li>✓ Street Outreach</li></ul>	<ul style="list-style-type: none"><li>✓ Homeless</li><li>✓ At Risk of Homelessness</li></ul>	HEN Referral	<a href="#">Housing and Essential Needs</a>

\*Allowable expenses are detailed in [Section 6 Allowable Expenses](#). The following guidelines sections are required for all funding sources: [Section 7 Requirements of all Lead Grantees and Subgrantees Providing Direct Service](#) and [Section 8 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance](#).

\*\*See [Section 6.2.5 HEN Facility Support](#).

The State Homeless Housing Strategic Plan and Annual Report of the Homeless Grant Programs are located on the Department of Commerce [website](#).

### 1.2 Purpose Statement

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

The Consolidated Homeless 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 Homelessness 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 Authorizing Statute and Fund Sources**

Chapter RCW 43.185c Homeless Housing and Assistance authorizes these funds.

### **1.4 Allowable Interventions**

All allowable housing interventions are defined below. Allowable interventions are dependent on fund source.

#### **1.4.1 Temporary Housing Interventions**

Temporary housing interventions are those in which the household must leave the shelter or unit at the end of their program participation. Households are considered homeless while enrolled in temporary housing interventions.

##### **1.4.1.1 Emergency Shelter**

Emergency Shelter (ES) provides short-term<sup>1</sup> temporary shelter (lodging) for those experiencing homelessness. Emergency Shelters can be facility-based or hotel/motel voucher.

##### **1.4.1.1.1 Drop-in Shelter**

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

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<sup>1</sup> Emergency Shelter programs are typically designed and intended to provide temporary shelter for short-term stays: up to three months. Clients are not required to exit after 90 days. Clients are not required to exit after 90 days.

#### **1.4.1.1.2 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.

#### **1.4.1.2 Transitional Housing**

Transitional Housing (TH) is subsidized, facility-based housing that is designed to provide long-term<sup>2</sup> temporary housing and to move households experiencing homelessness into permanent housing. Lease or rental agreements are required between the transitional housing project and the household.

#### **1.4.2 Permanent Housing Interventions**

Permanent housing is housing in which the household may stay as long as they meet the basic obligations of tenancy.

##### **1.4.2.1 Homelessness Prevention**

Homelessness Prevention (HP) helps households who are at risk of homelessness to maintain or obtain stable housing and avoid homelessness. Services include housing-focused case management and temporary rent subsidies.

##### **1.4.2.2 Rapid Re-Housing**

Rapid Re-Housing (RRH) quickly moves households from homelessness into permanent housing by providing:

- ✓ Housing Identification Services: Recruit landlords to provide housing for RRH participants and assist households with securing housing.
- ✓ Financial Assistance: Provide assistance to cover move-in costs and deposits as well as ongoing rent and/or utility payments.
- ✓ Case Management and Services: Provide services and connections to community resources that help households maintain housing stability.

##### **1.4.2.3 Permanent Supportive Housing**

Permanent Supportive Housing (PSH) is subsidized, non-time-limited housing with support services for homeless households that include a household member with a permanent disability. Support services must be made available but participation is voluntary (see section 7.1.2). PSH may be provided as a rent assistance (scattered site) or facility-based model. For facility-based models, a lease or rental agreement is required between the PSH project and the household. The services and the housing are available permanently.

Households funded with PSH CHF must include a Head of Household who is chronically homeless and permanently disabled.

#### **1.4.3 Services Only Interventions**

##### **1.4.3.1 Street Outreach**

Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for the purpose of connecting them with emergency shelter, housing, or other critical services.

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<sup>2</sup> Transitional Housing programs are typically designed and intended to provide temporary housing for long-term stays: up to two years.

## **2 Administrative Requirements of Lead Grantees**

### **2.1 Homeless System Responsibilities**

#### **2.1.1 Prioritization Requirements**

Homeless crisis response systems must prioritize unsheltered homeless households and households fleeing violence for services and programs. For more details, see Appendix D: Performance Requirements.

#### **2.1.2 System Wide Performance Requirements**

RCW 43.185C.185 requires that Commerce ensure equity in new Eviction Prevention funds. During the period of July 2022 to June 2023 Commerce will develop performance requirements that promote both equitable program access and equitable program outcomes. This will include a review and possible revision of Washington's homeless system performance requirements. See Appendix D: Performance for more information.

#### **2.1.3 Low Barrier Housing Project**

Each county must have at least one low barrier project<sup>3</sup> serving homeless adults and at least one low barrier project serving homeless households with children.

All homeless housing projects adhere to state and federal anti-discrimination laws:

- ✓ All projects ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- ✓ Projects designed to serve families with children experiencing homelessness ensure equal access regardless of family composition and regardless of the age of a minor child.
- ✓ Projects that operate gender segregated facilities allow the use of facilities consistent with the person's gender expression or identity.

##### **2.1.3.1 Intake & Project Eligibility**

Low barrier projects have flexible intake schedules and require minimal documentation. At the minimum, homeless households are not screened out based on the following criteria:

- ✓ Having too little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with the criminal justice system
- ✓ Having active or a history of alcohol and/or substance use
- ✓ Having a history of victimization
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking ID or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services

<sup>3</sup> Project types that can meet this requirement: Emergency Shelter, Transitional Housing, PH: Rapid Re-Housing, PH: Housing with Services (no disability requirement), and PH: Housing Only. Projects must operate year round and serve all homeless single adults or households with children (projects cannot be subpopulation specific, e.g. DV, HEN, youth, etc.).

#### **2.1.3.2 Project Participation**

Low barrier projects have realistic and clear expectations. Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness. Low barrier projects do not have work or volunteer requirements. Projects that require households to pay a share of rent allow reasonable flexibility in payment.

Households are not terminated from the project 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 termination

#### **2.1.4 Coordinated Entry System**

Each county must maintain a Coordinated Entry (CE) process. Refer to the Washington State Coordinated Entry Guidelines for requirements. If the CHG lead grantee is a county government, projects funded by local homeless housing surcharge revenue (local document recording fees) must also participate in the CE process as described below.

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by CHG must participate in the county or regional CE by accepting referrals and must fill openings exclusively through the CE process.

Lead grantees may elect to opt out of the CE process for Homelessness Prevention projects if the county has enough funding to serve all households at risk of homelessness in need of services or if the project is operated by a By and For subgrantee as defined in these guidelines (Section 2.2.4). Lead grantees must receive approval from Commerce and provide evidence that they are meeting the need in their community and providing adequate outreach to their community if a mainstream housing provider organization is opting out of the CE process.

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 CHG must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

Street Outreach projects funded by CHG must be linked to the county or regional CE by either performing mobile CE process services (e.g. assessment) or by providing referrals to CE.

Projects operated by victim service providers are not required but may elect to participate in the county or regional CE process.

#### **2.1.5 Reporting Requirements**

Lead grantees are responsible for submitting the following:

##### **2.1.5.1 Local Homeless Housing Plan**

Lead grantees must submit an updated county Local Homeless Housing Plan to Commerce at least every five years. Local Plan Guidance is located on the Commerce State Strategic Plan, Annual Report and Audits website.

### **2.1.5.2 Annual County Expenditure Report**

Lead grantees must submit a complete and accurate Annual County Expenditure Report to Commerce. Commerce will annually score Annual County Expenditure Report data quality.

### **2.1.5.3 Point-in-Time Count**

Lead grantees must ensure the collection and reporting of the annual Point-in-Time Count of sheltered and unsheltered homeless persons for their county is in accordance with the Commerce Count Guidelines, located on the Commerce Annual Point in Time Count [website](#).

### **2.1.5.4 Essential Needs Report**

Lead grantees must submit an HEN Essential Needs Report at the end of each state fiscal year, which is a count of the total instances of Essential Needs services.

### **2.1.6 Training**

Lead/subgrantees must identify staff to attend and complete trainings. These staff should include staff that provide direct services, supervisors of direct service staff, and staff that manage homeless grants.

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

- ✓ Trauma Informed Services
- ✓ Mental health
- ✓ Supporting survivors of domestic violence
- ✓ Local coordinated entry policies and procedures as required by lead CE entity
- ✓ Fair Housing
- ✓ Housing First
- ✓ Racial Equity
- ✓ LGBTQ+ competency
- ✓ Rapid Re-Housing
- ✓ Progressive Engagement and Problem-Solving (Diversion)

Other recommended trainings include crisis intervention, professional boundaries, and case management.

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 6.3).

Visit the Commerce [Homeless Services Grantee Trainings](#) website for available online trainings.

### **2.1.7 Benefit Verification System Requirements**

Commerce maintains a data share agreement with the Department of Social and Health Services (DSHS) so homeless housing grantees can access the Benefits Verification System (BVS) to confirm HEN program eligibility. The BVS can also be used to confirm benefits and financial eligibility for homeless housing programs.

Lead grantees manage BVS User access for their staff and subgrantees. Upon approval by Commerce, lead grantees may also appoint another agency as the BVS lead for their county.

BVS leads are responsible for the following:

- ✓ Review User requests to confirm requesting agency is a subgrantee and staff have a business need to access the BVS system.
- ✓ Confirm that each User request includes a signed DSHS Non-Disclosure form.
- ✓ Retain all signed DSHS Non-Disclosure forms.
- ✓ Maintain an Excel spreadsheet identifying current and past BVS Users. Spreadsheet must be in format designated by Commerce.
- ✓ Report to Commerce within one business day when User no longer require access to BVS.
- ✓ Provide access to DSHS Non-Disclosure forms and User spreadsheet for inspection within one business day of request by Commerce or DSHS.

BVS leads are also responsible for the following, annually:

- ✓ Require Users to re-sign DSHS Non-Disclosure form.
- ✓ Review BVS User spreadsheet for accuracy and notify Commerce of any changes.
- ✓ Notify Commerce via email upon completion of annual requirements.

## **2.2 Grant Management**

### **2.2.1 Changes to Guidelines**

Commerce may revise the guidelines at any time. All lead grantees will be sent 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, including coordinated entry. 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**

The Grant General Terms & Conditions Section 32 or 15 identifies subgrantee requirements. In addition, 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 CHG, or changes in the interventions of those subgrantees.

#### **2.2.3.1 Subgrantee Risk Assessment and Monitoring**

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the CHG guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting CHG 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.

#### **2.2.4 Eviction Prevention By and For Organization Subgrant Requirement**

At least 10 percent of the Eviction Prevention total award must be subgranted to organizations that serve and are substantially governed by marginalized populations (By and For organizations<sup>4</sup>). Subgrant activities may include the full scope of homelessness prevention program activities.

Marginalized communities may include ethnic and racial minorities; immigrants and refugees; individuals who are lesbian, gay, bisexual, and transgender; individuals with disabilities or who are deaf; and Native Americans.

Lead grantees must make a reasonable effort to subgrant with By and For organizations. If a lead grantee is not able to execute a subagreement, they may ask Commerce for an exemption from this requirement by submitting the Eviction Prevention Sub Contracting Exemption Request Form in the application. An exemption request must include a plan to spend 10 percent of the grant in a manner that will improve racial equity for historically underserved communities.

### **2.3 Fiscal Administration**

#### **2.3.1 Budget Caps**

- ✓ Private Landlord Set Aside - At least 40 percent of the CHG Standard and PSH CHF funds must be budgeted and spent on rent/lease payments to private landlords, which includes for-profit and non-profit entities, and housing authorities. Private landlord rent/lease payments must be billed to Rent/Fac Support Lease or PSH CHF Rent/Fac Support Lease. Government and tribal government rent/lease payments must be budgeted and billed to Other Rent/Fac Support Lease and Housing Costs or PSH CHF Other Rent/Fac Support Lease and Housing Costs.
- ✓ CHG Standard Administration - up to 15 percent of the CHG Standard and PSH CHF contracted budget may be allocated to administration.
- ✓ HEN Administration - up to 7 percent of the HEN contracted budget may be allocated to HEN administration.
- ✓ Eviction Prevention Administration – up to 15 percent for the lead grantee and each subgrantee may be allocated to administration.
- ✓ Budgeted amounts in these four funding categories cannot be changed by moving funds from one of these categories to another.

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<sup>4</sup>By and For Organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

### 2.3.2 Budget Categories

The following table maps the budget categories to the allowable expenses.

Fund Source	Budget Categories	Allowable Expenses (linked to relevant sections of the Guidelines)
CHG Standard	Admin	Administration
	Rent/Fac Support Lease	Rent Payments and Lease Payments to private landlords
	Other Rent/Fac Support Lease and Housing Costs	Rent Payments and Lease Payments to government and tribal government, Other Housing Costs, and Other Facility Costs
	Operations	Operations, including Flexible Funding
PSH CHF	PSH CHF Rent/Fac Support Lease	Rent Payments and Lease Payments to private landlords
	PSH CHF Other Rent/Fac Support Lease and Housing Costs	Rent Payments and Lease Payments to government and tribal government, Other Housing Costs, and Other Facility Costs
	PSH CHF Operations	Operations, including Flexible Funding
HEN	HEN Admin	Administration
	HEN Rent/Fac Support Lease and Other Housing Costs	Rent and Facility Support
	HEN Operations	Operations, including Flexible Funding
Eviction Prevention	Eviction Prevention Admin	Administration
	Eviction Prevention Rent	Rent Payments and Other Housing Costs
	Eviction Prevention Operations	Operations, including Flexible Funding

### 2.3.3 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20<sup>th</sup> of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20<sup>th</sup>. 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).

#### 2.3.3.1 Back-up Documentation

All invoices must include the Voucher Detail Worksheet (if grantee has subgrantees) and the required HMIS reports. Invoices may not be paid until the report(s) are received and verified. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.

#### **2.3.4 Budget Revisions**

Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Budget Caps must be maintained with each revision.

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

### 3 Homelessness Assistance (funded with CHG Standard and PSH CHF)

#### 3.1 Homelessness Assistance Allowable Interventions

All housing intervention definitions can be found in Section 1.4.

##### 3.1.1 Temporary Housing Interventions

- ✓ Emergency Shelter (ES)
  - Drop-in Shelter
  - Continuous-stay Shelter
- ✓ Transitional Housing (TH)

##### 3.1.2 Permanent Housing Interventions

- ✓ Rapid Re-Housing (RRH)
- ✓ Permanent Supportive Housing (PSH)

##### 3.1.3 Services Only Interventions

- ✓ Street Outreach

#### 3.2 Homelessness Assistance Household Eligibility

A household is one or more individuals seeking to obtain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

Eligible households for homelessness assistance must meet both housing status and income requirements as detailed in the following sections.

##### 3.2.1 CHG Standard

Housing Status		Income*
Homeless	AND	At or below 80% area median income

\*Household income must not exceed 80 percent of area median income. Lead grantees may determine to target households with a lower area median income.

##### 3.2.2 Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)

Eligibility for PSH CHF:

- ✓ Head of household (HOH) must meet housing status detailed below and have a disability as defined in section 3.8, and

- ✓ Household must meet income status and have dependents. Dependent is defined as any household member who is not the head, co-head, or spouse, but is: under the age of 18 years; disabled (of any age); or a full-time student (of any age).

Housing Status		Income*
HOH Chronically Homeless	AND	At or below 80% area median income

\*Household income must not exceed 80 percent of area median income. Lead grantees may determine to target households with a lower area median income. Homelessness Assistance Housing Status Eligibility

### 3.3 Homelessness Assistance Housing Status Eligibility

#### 3.3.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

##### 3.3.1.1 Unsheltered Homeless:

- ✓ Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
- ✓ Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

##### 3.3.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
- ✓ Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

#### 3.3.2 Chronically Homeless<sup>5</sup>

1. A homeless individual with a disability<sup>6</sup> who:

- ✓ Lives in a place not meant for human habitation or in an emergency shelter; and
- ✓ Has been homeless (as described above) continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months.

<sup>5</sup> Section 3.3.2 summarizes HUD's definition of chronically homeless. Refer to 24 CFR part 578 for the full definition.

<sup>6</sup> Refer to Section 3.8 of the guidelines to read more on disability.

- Occasions separated by a break of at least seven nights.
  - Stays in institution of fewer than 90 days do not constitute a break.
2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
  3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

### 3.4 Homelessness Assistance Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. Refer to the *CHG Verification of Household Eligibility and Income Recertification Form* for allowable documentation.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

#### 3.4.1 Housing Status Eligibility Exemption

Households entering emergency shelter are exempt from housing status requirements.

### 3.5 Homelessness Assistance Income Eligibility

The combined household income must not exceed 80 percent of area median gross income as defined by HUD. Lead grantees can determine to target households with a lower area median income.

Income limits are based on Area Median Income (AMI) which can be located for each county at: [www.huduser.gov](http://www.huduser.gov) (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program entry. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, [www.ecfr.gov](http://www.ecfr.gov), Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

**Gross Income** is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

**Current Income** is the income that the household is currently receiving. Income recently terminated should not be included.

#### 3.5.1 Income Eligibility Exemptions

Income eligibility verification is never required for Drop-in Shelter or for households receiving only flexible funding.

The following are exempt from income eligibility requirements for the first 90 days of program participation:

- ✓ Households entering Transitional Housing

- ✓ Households entering a Rapid Re-Housing program
- ✓ Households entering a Continuous-stay Shelter

Households residing in Domestic Violence Shelters past 90 days may be exempt from income requirements on a case by case basis, as determined by the lead/subgrantee, if needed in order to ensure safety of the household.

### **3.6 Homelessness Assistance Documentation of Income Eligibility**

Lead/subgrantees must verify and document income eligibility prior to program entry.

*CHG Verification of Household Eligibility and Income Recertification Form*, all allowable income documentation, and the *CHG Income Eligibility Worksheet* (or equivalent) must be kept in the client file. Documentation must be dated within 30 days.

Adult household members that have no income are required to complete a *CHG Self-Declaration Form*.

#### **3.6.1 Annualizing Wages and Periodic Payments**

Use the *CHG Income Eligibility Worksheet* (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

The *CHG Income Eligibility Worksheet* is not required for households that have no income.

### **3.7 Homelessness Assistance Eligibility Recertification**

Lead/subgrantees must document recertification of household income eligibility at least every three months using the *CHG Verification of Household Eligibility and Income Recertification Form*.

Income recertification is not required for CHG Standard PSH or PSH CHF.

#### **3.7.1 Income Ineligible at Recertification**

If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.

### **3.8 Additional Eligibility Requirements for Permanent Supportive Housing**

To be eligible for CHG Standard PSH, a household must be homeless (as defined in section 3.3.1) AND include at least one household member who has a disability.

To be eligible for PSH CHF, the head of household must meet homelessness and disability criteria identified in the definition of chronically homeless in Section 3.3.2.

Disabilities are expected to be long-continuing or indefinite in duration and sustainability impedes the household member's ability to live independently.

Disability includes: a physical, developmental, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury. A person will also be considered to have a disability if he or she has Acquired Immune Deficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for 86 Acquired Immune Deficiency Syndrome, including infection with the Human Immunodeficiency Virus (HIV).

### **3.8.1 Documentation of a Disability**

Lead/subgrantees must verify and document the disability prior to program entry. Acceptable documentation of the disability must include one the following:

- ✓ Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long continuing or of indefinite duration and substantially impedes the individual's ability to live independently.
- ✓ Written verification from the Social Security Administration.
- ✓ Disability check receipt (Social Security Disability Insurance check or Veteran Disability Compensation).
- ✓ Other documentation approved by Commerce.

*CHG Verification of Household Eligibility and Income Recertification Form* and all allowable disability documentation must be kept in the client file. If unable to document disability at program entry with the above methods, program staff must record observation of disability. Required documentation (above) must be obtained within 45 days of program enrollment.

### **3.8.2 Maintaining Homeless Status for Permanent Housing**

While receiving Rapid Re-Housing assistance, households maintain their homeless status for purposes of eligibility for other permanent housing placements.



## **4 Homelessness Prevention (funded with CHG Standard and Eviction Prevention)**

### **4.1 Homelessness Prevention Allowable Housing Intervention**

All housing intervention definitions can be found in Section 1.4.

#### **4.1.1 Permanent Housing Interventions**

- ✓ Homelessness Prevention (HP)

### **4.2 Homelessness Prevention Household Eligibility**

A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

Eligible households for homelessness prevention must meet both housing status and income requirements as detailed in the following sections.

Housing Status		Income*
At Risk of Homelessness	AND	At or below 80% area median income

\*Household income must not exceed 80 percent of area median income. Lead grantees may determine to target households with a lower area median income.

### **4.3 Homelessness Prevention Housing Status Eligibility**

#### **4.3.1 At Risk of Homelessness**

Households are at risk of homelessness if they meet one of the following conditions:

- ✓ Have a missed rent payment and currently owe all or part of a rent payment (current month or past months); OR
- ✓ Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR
- ✓ Is living in the home of another because of economic hardship; OR
- ✓ Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR
- ✓ Lives in a hotel/motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR

- ✓ Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR
- ✓ Is exiting a publicly funded institution or system of care.

#### 4.4 Homelessness Prevention Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. Refer to the *CHG Verification of Household Eligibility and Income Recertification Form* for allowable documentation.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

##### 4.4.1 Targeted Prevention

Homelessness prevention programs must prioritize households most likely to become homeless, and must use either the *CHG Targeted Prevention Eligibility Screening Form* or other tool approved by Commerce. This form must be kept in the client file.

If modifying the *CHG Targeted Prevention Eligibility Screening Form* or using another tool, the risk factors must be evidence informed. Submit the screening tool to your Commerce grant manager for approval.

#### 4.5 Homelessness Prevention Income Eligibility

The combined household income must not exceed 80 percent of area median gross income as defined by HUD. Lead grantees can determine to target households with a lower area median income.

Income limits are based on Area Median Income (AMI) which can be located for each county at: [www.huduser.gov](http://www.huduser.gov) (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program entry. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, [www.ecfr.gov](http://www.ecfr.gov), Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

**Gross Income** is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

**Current Income** is the income that the household is currently receiving. Income recently terminated should not be included.

##### 4.5.1 Income Eligibility Exemptions

Income eligibility verification is never required for households receiving only flexible funding.

#### **4.6 Homelessness Prevention Documentation of Income Eligibility**

Lead/subgrantees must verify and document income eligibility prior to program entry.

*CHG Verification of Household Eligibility and Income Recertification Form*, all allowable income documentation, and the *CHG Income Eligibility Worksheet* (or equivalent) must be kept in the client file. Documentation must be dated within 30 days.

Adult household members that have no income are required to complete a *CHG Self-Declaration Form*.

##### **4.6.1 Annualizing Wages and Periodic Payments**

Use the *CHG Income Eligibility Worksheet* (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

The *CHG Income Eligibility Worksheet* is not required for households that have no income.

#### **4.7 Homelessness Prevention Eligibility Recertification**

Lead/subgrantees must document recertification of household income eligibility at least every three months using the *CHG Verification of Household Eligibility and Income Recertification Form*.

##### **4.7.1 Income Ineligible at Recertification**

If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.

#### **4.8 Landlords Applying for Homelessness Prevention Assistance on Behalf of Tenant**

Lead/subgrantees must allow landlords to initiate a request for assistance on behalf of their tenants by completing the *Certification of Payment Obligation Form*. Eligibility is based on tenant eligibility. At minimum, a reasonable attempt to contact the tenant must be made by the lead/subgrantee using the information provided from the landlord. The lead/subgrantee must create a process for what is reasonable based on the agency and staffing capacity.

If a tenant is unresponsive, ineligible, or eligibility cannot be determined, assistance must be denied.

## 5 Housing and Essential Needs (funded with HEN)

### 5.1 Allowable Interventions

All housing intervention definitions can be found in Section 1.4.

#### 5.1.1 Temporary Housing Interventions

- ✓ Transitional Housing (TH)

#### 5.1.2 Permanent Housing Interventions

- ✓ Homelessness Prevention (HP)
- ✓ Rapid Re-Housing (RRH)
- ✓ Permanent Supportive Housing (PSH)

#### 5.1.3 Services Only Interventions

- ✓ Street Outreach

### 5.2 HEN Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

Eligible HEN households must meet both housing status and income requirements as detailed in the following sections.

Housing Status		Income
Homeless	AND	
OR		
At Risk of Homelessness		HEN Referral <sup>7</sup>

### 5.3 HEN Housing Status Eligibility

#### 5.3.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

<sup>7</sup> HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS).

#### 5.3.1.1 Unsheltered Homeless:

- ✓ Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
- ✓ Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

#### 5.3.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
- ✓ Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

#### 5.3.2 At Risk of Homelessness

Households are at risk of homelessness if they meet one of the following conditions:

- ✓ Have a missed rent payment and currently owe all or part of a rent payment (current month or past months); OR
- ✓ Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR
- ✓ Is living in the home of another because of economic hardship; OR
- ✓ Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR
- ✓ Lives in a hotel/motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR
- ✓ Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR
- ✓ Is exiting a publicly funded institution or system of care.

### 5.4 HEN Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. Refer to the *CHG Verification of Household Eligibility and Income Recertification Form* for allowable documentation.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

#### 5.4.1 Targeted Prevention

Homelessness prevention programs must prioritize households most likely to become homeless, and must use either the *CHG Targeted Prevention Eligibility Screening Form* or other tool approved by Commerce. This form must be kept in the client file.

If modifying the CHG Targeted Prevention Eligibility Screening Form or using another tool, the risk factors must be evidence informed. Submit the screening tool to your Commerce grant manager for approval.

## **5.5 HEN Referral**

### **5.5.1 Documentation of HEN Referral<sup>8</sup>**

In place of income verification, lead/subgrantees must verify and document the household's HEN Referral from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS) prior to program entry.

The *CHG Verification of Household Eligibility and Income Recertification Form* and HEN Referral documentation must be kept in the client file.

For Pregnant Women Assistance (PWA) recipients with a HEN Referral, BVS will only display active PWA households. If a household is no longer on the program (e.g. birth of baby), BVS will no longer display an active status. Contact your Commerce CHG grant manager to help determine PWA status. The referral to HEN remains valid for 24 consecutive months.

## **5.6 HEN Eligibility Recertification**

Lead/subgrantees must document recertification of the household's HEN Referral from DSHS as documented in the BVS at least every three months. Both the HEN Referral and updated *CHG Verification of Household Eligibility and Income Recertification Form* must be kept in the client file.

Recertification is not required for HEN households who are a PWA recipient up to 24 months.

### **5.6.1 HEN Ineligible at Recertification**

If households do not have a HEN Referral at recertification and are determined ineligible for HEN, HEN funding cannot be used to support that household any further. Consider using other CHG funding such as CHG Standard or Eviction Prevention to support the household transition to self-sufficiency. If other CHG funding is used for an ineligible household they may remain in the program for an additional three months and case management may continue for an additional six months.

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<sup>8</sup> HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from DSHS as documented in BVS.

## 6 Allowable Expenses

### 6.1 Rent

#### 6.1.1 Rent Payments

- ✓ Monthly rent and any combination of first and last months' rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment. Monthly rent is not time-limited.
- ✓ Rental arrears and associated late fees. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. Arrears is not time-limited.
  - Rental arrears is any missed rent payment currently owed (full or partial), including the current month or past months.
  - Rental arrears for HEN households can be paid for a time period when the household was not HEN enrolled.
- ✓ Lot rent for RV or manufactured home.
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Incentives paid to landlords, including reimbursement for damages.
- ✓ Security deposits for households moving into new units.
- ✓ Hotel/Motel expenses for households if no suitable shelter bed is available during housing search or when a hotel/motel unit is used as permanent housing.
- ✓ Utilities which are included in rent.
- ✓ Landlord administrative fees required with rent.

#### 6.1.2 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Utility arrears (see utility-only assistance below) for up to three months. Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay utility arrears, arrears must be included in determining the total period of the household's financial assistance.
- ✓ Utility-only assistance (including arrears) can be provided when no other utility assistance, such as LIHEAP, is available to prevent a shut-off, and documented using the *Utility-Only Assistance Form*.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Application fees, background, credit check fees, and costs of urinalyses for drug testing of household members if necessary/required for rental housing.
- ✓ Other costs as approved by Commerce.

#### 6.1.3 Special Circumstances

- ✓ Master-lease: Security deposit and monthly rent is allowable when an organization master-leases a unit, and then sub-leases the property to eligible households in the context of a Rapid Re-Housing or Permanent Supportive Housing program.
- ✓ Temporary absence: If a household must be temporarily away from the unit, but is expected to return (such as temporary incarceration, hospitalization, or residential treatment), lead/subgrantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. While a household is temporarily absent, he or she may continue to receive case

management. Any temporary absence must be documented in the client file.

- ✓ Subsidized housing: rent/utility assistance may be used for move-in costs (security deposits, first and last month's rent) for subsidized housing (where household's rent is adjusted based on income), including project- or tenant-based housing.<sup>9</sup> Rental arrears or utility arrears assistance may be used for subsidized housing.

#### **6.1.4 Ineligible Expenses**

- ☒ Ongoing rent/utilities for subsidized housing
- ☒ Rent and rent/utility assistance in combination with facility support
- ☒ Cable deposits or services
- ☒ Mortgage assistance and utility assistance for homeowners

### **6.2 Facility Support**

#### **6.2.1 Lease Payments**

- ✓ Lease or rent payment on a building used to provide temporary housing or permanent supportive housing
- ✓ Hotel/Motel expenses to provide temporary housing
- ✓ Move-in costs (security deposits, first and last month's rent) for permanent housing

#### **6.2.2 Other Facility Costs**

- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal)
- ✓ Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff)
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services)
- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van)
- ✓ On-site and off-site management costs related to the building
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting
- ✓ Costs for securing permanent housing including: application fees, background check fees, credit check fees, utility deposits, and costs of urinalyses for drug testing of household members if necessary/required for housing
- ✓ Other expenses as approved by Commerce

#### **6.2.3 Special Circumstances**

- ✓ Master-lease: Facility costs are allowable when an organization master-leases a building and then sub-leases the property to eligible households in the context of a Transitional Housing or Permanent Housing program.

#### **6.2.4 Ineligible Expenses**

- ☒ Replacement or operating reserves
- ☒ Debt service

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<sup>9</sup> In this context tax credit units are not considered subsidized housing.



- ☒ Construction or rehabilitation of shelter facilities
- ☒ Facility support in combination with rent and rent/utility assistance
- ☒ Mortgage payment for the facility

#### **6.2.5 HEN Facility Support**

Lease payments and other facility costs are allowable with HEN funding for transitional housing (section 1.4.1.2) and permanent housing (section 1.4.2). Emergency shelter is not allowable.

HEN facility support must be proportionally billed according to an estimate of the number of HEN households expected to occupy the facility.

#### **6.2.6 Maintenance Activities vs. Building Rehabilitation**

Building maintenance is an allowable facility support expenses.

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building. Maintenance activities should fix, but not make improvements that would add value to the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include, but are not limited to, kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include the installment or replacement of systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

Building rehabilitation and capital improvements are not allowable facility support expenses.

These typically include those items that are done building-wide or affect a large portion of the property such as roof replacement, exterior/interior common area painting, major repairs of building components, etc. See Appendix F: Examples of Maintenance Activities.

### **6.3 Operations**

Operations expenses are directly attributable to a particular program or to the homeless crisis response system.

- ✓ Salaries and benefits for staff costs directly attributable to the program or to the homeless system, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, phone, internet, and training related to grant management and/or service delivery/conferences/travel and per diem.
- ✓ Equipment up to \$5,000 per grant period unless approved in advance by Commerce.

#### **6.3.1 Homeless Crisis Response System Expenses**

- ✓ Point-in-Time counts
- ✓ Annual report/housing inventory
- ✓ Local homeless plans
- ✓ Coordinated entry planning, implementation and operations

- ✓ State data warehouse and Homeless Management Information System
- ✓ Interested landlord list and landlord outreach activities
- ✓ Participation in local Continuum of Care

### 6.3.2 Program Expenses

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible
- ✓ Housing Stability Services. This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), SSI/SSDI Outreach, Access, and Recovery (SOAR), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, and representative payee services concerning rent and utilities.
- ✓ Mediation and outreach to property owners/landlords related to locating or retaining housing (landlord incentives)
- ✓ Outreach services
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources
- ✓ Data collection and entry
- ✓ General liability insurance and automobile insurance
- ✓ Other costs as approved in advance by Commerce

### 6.3.3 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses not included in other allowable expense categories, which directly help a household to obtain or maintain permanent housing or meet essential household needs.

Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items. Essential household need items are available to all eligible households. Verification of housing status is not required for households with a HEN Referral. Essential needs distribution does not need to be documented in housing stability plans.

All eligible households are eligible for Flexible Funding. Households receiving only Flexible Funding and not ongoing assistance are exempt from income eligibility requirements. Verification of housing status is required. Flexible Funding payments must be paid directly to a third party on behalf of the household and noted in a household's housing stability plan.

#### 6.3.3.1 Ineligible Expenses

- ☒ 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.

## 6.4 Administration

CHG Standard Administration - up to 15 percent of the CHG Standard and PSH CHF contracted budget may be allocated to administration.

HEN Administration - up to 7 percent of the HEN contracted budget may be allocated to HEN administration.

Eviction Prevention Administration - up to 15 percent for the lead grantee and each subgrantee.

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ Washington State Quality Award (WSQA) expenses
- ✓ 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. If actual costs in the contract period meet the budget cap, that amount may be charged in equal monthly amounts.

- ✓ 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.

## **7 Requirements of all Lead Grantees and Subgrantees Providing Direct Service**

### **7.1 Service Delivery**

Commerce promotes evidence-based service delivery models that efficiently move people experiencing homelessness into permanent destinations.

#### **7.1.1 Access to Homeless Housing Assistance**

Coordinated entry intake must not require identification, social security cards, birth certificates, or other documentation not required by funders. Households experiencing homelessness should be provided temporary housing if available while documentation is being obtained. Flexible Funding can be used to assist homeless households in obtaining required documentation to access housing.

Programs should limit eligibility criteria to those required by funders and/or facility structure (for example, funding for veterans or unit size suitable for families with children).

#### **7.1.2 Voluntary Services**

Programs must not terminate or deny services to households based on refusal to participate in supportive services. Supportive services are helping or educational resources that include support groups, mental health services, alcohol and substance abuse services, life skills or independent living skills services, vocational services and social activities.

Supportive services do not include housing stability planning or case management.

PSH CFH eligible households must be offered a referral to Foundational Community Supports (FCS). A FCS provider directory can be found [here](#). Households are not required to participate in FSC services.

#### **7.1.3 Progressive Engagement**

Lead/subgrantees must employ a progressive engagement (PE) service model. Progressive Engagement includes the following components:

- ✓ Whenever possible, households experiencing a housing crisis should be diverted from entering homeless housing programs through problem-solving conversations, linkages to mainstream and natural supports, and/or flexible, and light-touch financial assistance.
- ✓ 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 household.
- ✓ Households exit to permanent housing as soon as possible.
- ✓ Having already received assistance does not negatively impact a household's eligibility if they face homelessness again.

Income eligibility recertification (every 3 months) can be included in case management and an assessment that determines the need for additional services, but shouldn't be considered the only approach to a PE service model.

#### **7.1.4 Assessment and Housing Stability Planning**

A problem-solving diversion conversation should occur prior to a full, standardized assessment. Lead/subgrantees must assess each household's housing needs and facilitate planning with the goal of obtaining or maintaining housing stability. Housing stability planning must be housing-focused and

client-driven.

Assessments and housing stability planning must be documented.

Assessments and housing stability planning are not required for Drop-in Shelters.

## 7.2 HMIS

Lead/subgrantees providing direct service must enter client data into the Homeless Management Information System (HMIS) for all temporary and permanent housing interventions regardless of funding source in accordance with the most current HMIS Data Standards.

Additionally, if the lead grantee is a county/city government, all Emergency Shelter, Transitional Housing, Safe Haven, Homelessness Prevention or any Permanent Housing<sup>10</sup> type programs funded with local document recording fees must enter client data in HMIS.

### 7.2.1 Data Quality

Projects 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.

#### 7.2.1.1 Completeness

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

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

All clients, 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 clients.

Expected completeness measures for project types:

Expected Completeness Measures				
Data Element	Emergency	Night-by-	All other Housing	Street

<sup>10</sup> PH – Permanent Supportive Housing, PH – Housing Only, PH – Housing with Services, PH – Rapid Re-Housing

	Shelter	Night/Drop-in Emergency Shelter	Project Types	Outreach
Name*	85%	80%	95%	90%
Date of Birth*	85%	80%	95%	90%
Race*	85%	80%	95%	90%
Ethnicity*	85%	80%	95%	90%
Prior Living Situation	85%	80%	100%	85%
Destination	80%	50%	95%	50%

\*Only measured for consenting clients.

### 7.2.1.2 Timeliness

Client 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.

Projects must enter/update project client/household 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 three months/quarterly. 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.

### 7.2.1.3 Accuracy

Data entered into HMIS must reflect the real situation of the client/household as closely as possible.

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

Examples of data accuracy:

Elements of Data Accuracy	
<b>Date of Birth and Project Start Date</b>	Ensure the two are not the same dates.
<b>Prior Living Situation data elements</b>	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.
<b>Disabling Condition</b>	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
<b>Health Insurance</b>	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
<b>Monthly Income</b>	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
<b>Non-Cash Benefits</b>	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
<b>Relationship to Head of Household</b>	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.

<b>Veteran Status</b>	Ensure individuals under 18 years of age are not identified as veterans.
<b>Project Population Specifics</b>	<p>Ensure that projects only serving individuals only enroll individuals and not multi-person households.</p> <p>Ensure that projects only serving families with children only enroll families with children.</p> <p>Ensure that projects only serving clients of a specific age range only enroll clients of that age range.</p>

#### 7.2.1.4 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.

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

### 7.2.2 Consent for Entry of Personally Identifying Information

#### 7.2.2.1 Identified Records

- ✓ Personally identifying information (PII)<sup>11</sup> 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 household is seen in person. See Appendix G: Agency Partner HMIS Agreement.

#### 7.2.2.2 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

#### 7.2.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of clients 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

<sup>11</sup> PII includes name, social security number, birthdate, address, phone number, email, and photo.

community, those data should not be entered for anonymous records.

### **7.3 Habitability**

#### **7.3.1 For Rent Assistance**

Documented habitability is required for all housing units into which households will be moving, except when a household moves in with friends or family or into a hotel/motel unit. Housing units must be documented as habitable prior to paying the rent subsidy. Documentation must be kept in the client file.

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. Both methods are valid for the length of time the household is a tenant in the housing unit. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required.

##### **7.3.1.1 Allowable Methods for Unit Habitability Determination**

The *CHG Landlord Habitability Standards Certification Form* references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy.

OR

Inspections: in lieu of (or in addition to) the above landlord certification, lead/subgrantees may choose to inspect all housing units. Lead/subgrantees may use the *Commerce Housing Habitability Standards (HHS) Form* or the *HUD Housing Quality Standards (HQS) Inspection Form*.

Documentation of habitability certification or inspection must be kept in the client file.

##### **7.3.1.2 Habitability Complaint Procedure**

Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's eligibility for assistance.

Lead/subgrantee must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:

- ✓ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.

#### **7.3.2 For Facilities**

All facilities must conduct and document an inspection at least once a year using the HHS Form or HQS Inspection Form.

### **7.4 Lead Based Paint Assessment**

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.



A visual assessment must be conducted on an annual basis thereafter (as long as assistance is provided.) Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file.

For a guide to compliance see Appendix H: Lead-Based Paint Visual Assessment Requirements.

#### **7.4.1 For Rent Assistance**

A lead-based paint visual assessment must be completed prior to providing rapid re-housing or homelessness prevention rent assistance if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

#### **7.4.2 For Facilities**

All facilities that may serve a child under the age of six or a pregnant woman constructed prior to 1978 must conduct an annual lead-based paint visual assessment which is documented on the HQS Inspection Form or HHS Form, and readily accessible for review.

#### **7.4.3 Exceptions to the Lead-Based Paint Visual Assessment Requirement**

Visual assessments are not required under the following circumstances:

- ✓ Zero-bedroom or SRO-sized units;
- ✓ X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- ✓ The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- ✓ The unit has already undergone a visual assessment within the past 12 months –obtained documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).

If any of the circumstances outlined above are met, lead/subgrantees must include the information in the client file.

### **7.5 Additional Requirements**

#### **7.5.1 Fraud and Other Loss Reporting**

Lead/subgrantees must inform Commerce in writing of all known or suspected fraud or other loss of any funds or other property furnished under this grant. Reasonable attempts must be made to prevent fraud and ineligible use of funds.

#### **7.5.2 Personal Identifying Information**

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

#### **7.5.3 Grievance Procedure**

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

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns

- ✓ Be accessible to all households seeking or receiving services

#### **7.5.4 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 households are made aware of the grievance procedure

#### **7.5.5 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. See General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

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.

#### **7.5.6 Client File Check List**

Lead/subgrantee must use the *CHG Client File Checklist* to record the contents of each client file.

Programs may create their own checklist but the components of the *CHG Client File Checklist* must be included.

#### **7.5.7 Consent to Review Information in the Benefits Verification System**

All household members must provide informed consent for lead/subgrantees to review confidential information in the Benefits Verification System (BVS) on the form *DSHS 14-012(x)(REV 02/2003)*. See Appendix I: Access to the DSHS Benefits Verification System Data Security Requirements for more information. This form must be kept in the client file.

#### **7.5.8 Prohibitions**

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ Lead/subgrantees may not deny emergency shelter to households that are unable to pay fees for emergency shelter.
- ✓ 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.

#### **7.5.9 Nondiscrimination**

As stated in the General Terms and Conditions Section 9 and Section 22, 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 client's gender expression or identity.

Local nondiscrimination laws may include additional protected classes.

## **8 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance**

### **8.1 Washington Residential Landlord-Tenant Act**

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

For more information on this law, visit Washington Law Help, housing page, tenant rights at [www.washingtonlawhelp.com](http://www.washingtonlawhelp.com).

### **8.2 Rental Agreements**

Client files must contain one of the following types of agreements if rent assistance is paid on their behalf: Intent to Rent, Lease, or Certification of Payment Obligation.

If the rent assistance paid is move-in costs (security deposits, first and last month's rent) only, an Intent to Rent form is allowable. If the rent assistance will exceed move-in costs to include on-going rent, a lease or Certification of Payment Obligation is required.

#### **8.2.1 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

#### **8.2.2 Lease**

At a minimum, the lease or rental agreement between the lead/subgrantee and the landlord OR the household 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

#### **8.2.3 Certification of Payment Obligation**

A CHG Certification of Payment Obligation is required for rent subsidies paid to a friend or family member who is not in the business of property management. This form must be kept in the client file.

### **8.3 Dispute Resolution Center Partnerships**

Lead/subgrantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists

within the service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

#### **8.4 Payment Standards to Determine Rent Limit**

Lead/subgrantees must choose either the HUD Fair Market Rent or the Rent Reasonableness payment standard to be used for all units receiving a rent subsidy, including arrears, and must be completed before the rent subsidy is paid.

##### **8.4.1 Payment Standards Options**

###### **8.4.1.1 HUD's Fair Market Rent**

Fair Market Rent (FMR) sets rent limits on the subsidy provided to the household. FMR is established by HUD (<http://www.huduser.org/portal/datasets/fmr.html>) and is updated each federal fiscal year (October 1). For this grant, rent calculations do not need to include the cost of utilities.

If a hotel/motel room is being used as permanent housing, compare it to a studio/efficiency unless the room is a suite with separate bedrooms.

Lead/subgrantees must set a rent limit policy for their service area using a percentage of FMR that does not exceed 150 percent FMR. The rent limit is the maximum rent that can be paid for a unit of a given size.

OR

###### **8.4.1.2 Rent Reasonableness**

Rent reasonableness means the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.

To make this determination, the grantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's guide at <https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>.

The rental assistance paid cannot exceed the actual rental cost.

Lead/Subgrantees must establish rent reasonableness policies and procedures for documenting comparable rents. Policies and procedures must include:

- ✓ A methodology for documenting comparable rents
- ✓ Standards for certifying comparable rents as reasonable

Documentation of rent reasonableness must be kept in the client file. HUD's Rent Reasonableness Form or comparable form must be used, see HUD's worksheet on rent reasonableness at <https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and->

certification/.

#### **8.4.2 Rent Limit Exceptions**

The FMR rent limit policy or rent reasonableness policies and procedures may also include a description of how exceptions are made when circumstances require a rent amount that exceeds the limit.

#### **8.5 Determining Rent Subsidy**

Lead/subgrantees must have a standardized procedure for determining the amount of rent subsidy for each household. The procedure should include a consideration of the household's resources and expenses. Although each household may receive a different amount of rent subsidy, the procedure for determining the subsidy must be standardized.

Client files must include documentation of the subsidy amount and the determination process. Rent subsidy should be adjusted when there is a change in household circumstance, income, or need.

HEN households cannot be required to pay any of their ABD cash benefit or other earned income reported to DSHS towards their rent.

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](#).

**10.1 Appendix A: Required and Recommended Forms**

The following forms are required, if applicable. Forms may be modified if all of the content is included. All forms are posted on the Commerce CHG [website](#).

- ✓ Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification (sections 3.4;3.6;3.7;3.8.1;4.4;4.6;4.7;5.4;5.5.1;5.6)
- ✓ Consolidated Homeless Grant Income Eligibility Worksheet (section 3.6 and 4.6)
- ✓ Consolidated Homeless Grant Utility-Only Assistance form (section 6.1.2)
- ✓ Client Release of Information and Informed Consent Form (section 7.2.2.1)
- ✓ Consolidated Homeless Grant Landlord Habitability Standards Certification Form OR Commerce Housing Habitability Standards (HHS) Form OR HUD Housing Quality Standards (HQS) Inspection Form— including Lead-based Paint Visual Assessment (section 7.3)
- ✓ Consolidated Homeless Grant Client File Checklist (section 7.5.6)
- ✓ DSHS 14-012(x)(REV 02/2003) for BVS (section 7.5.7)
- ✓ Consolidated Homeless Grant Certification of Payment Obligation (section 8.2.3)
- ✓ Consolidated Homeless Grant Targeted Prevention Eligibility Screening Form (section 4.4.1 and 5.4.1) or other tool approved by Commerce
- ✓ Rent Reasonableness Form (section 8.4.1)

The following form is recommended.

- ✓ Move in/move out condition report (section 9)



## **10.2 Appendix B: Required Policies and Procedures**

- ✓ Coordinated Entry Policies (section 2.1.4)
- ✓ Habitability Complaint Procedure (section 7.3.1.2)
- ✓ Grievance Procedure (section 7.5.3)
- ✓ Termination and Denial of Service Policy (section 7.5.4)
- ✓ Rent Limit Policy or Rent Reasonableness Policies and Procedures (section 8.4)
- ✓ Determining Rent Subsidy Procedure (section 8.5)

### 10.3 Appendix C: Client File Documentation

The following chart summarizes the documentation required in each client file, depending on the type of service provided. Other documentation may be required based on individual circumstances. CHG Required Forms are found on the Commerce CHG [website](#).

Documentation	Drop-in Shelter	Continuous Stay Shelter	Transitional Housing	Rapid Re-housing Rent Assistance	Permanent Supportive Housing	Homelessness Prevention Rent Assistance
Client File Checklist		✓	✓	✓	✓	✓
HMS Client Release of Information and Informed Consent Form (unless DV OR client refuses consent)	✓	✓	✓	✓	✓	✓
DSHS 14-012(x)(REV 02/2003) for BVS, if applicable		✓	✓	✓	✓	✓
CHG Verification of HH Eligibility and Income Recertification Form (with associated documentation)		If staying longer than 90 days	✓	✓	✓	✓
CHG Income Eligibility Worksheet (or equivalent, where applicable)		If staying longer than 90 days	✓	CHG Standard only	✓	CHG Standard and Eviction Prevention only
Targeted Prevention Eligibility Screening Form						✓
Rent Reasonableness Form, if applicable				✓	✓	✓
Landlord Habitability Certification OR HHS or HQS			✓	✓	✓	
Lead-based Paint Assessment, if applicable			✓	✓	✓	✓
Utility-Only Assistance Form, if applicable						✓
Lease OR Certification of Payment Obligation				✓	✓	✓
Intent to Rent, if applicable				✓		
Household Rent subsidy amount / Rent determination process				✓		✓
Assessment and Housing Stability Planning		✓	✓	✓	✓	✓
Temporary Absence, if applicable				✓	✓	✓

## 10.4 Appendix D: Performance Requirements

### 10.4.1 Overview and Implementation

Performance measures help evaluate the effectiveness of Homeless Crisis Response Systems as they work to ensure that homelessness is rare, brief, and one time.

RCW 43.185C.185 requires that Commerce ensure equity in new state funds. During the period of July 2022 to June 2023 Commerce will develop performance requirements that promote both equitable program access and equitable program outcomes in partnership with grantees, subgrantees, stakeholders and other experts:

- ✓ Communicate and examine project level to system level HMIS entry racial and ethnic demographic data
- ✓ Develop racial equity performance requirements including benchmarks and targets
- ✓ Develop housing outcome measures for homelessness prevention projects including benchmarks and targets
- ✓ Review and update (if needed) existing homeless system performance requirements, including prioritization requirements and housing outcome requirements
- ✓ Implement new homeless system performance requirements for July 2023 contract period.

### 10.4.2 Prioritization Requirements

Grantees must prioritize unsheltered homeless households and households fleeing violence for services and projects.

A household is considered in priority status if they are:

- ✓ Currently living in a place not meant for habitation<sup>12</sup>  
OR
- ✓ Currently fleeing violence: domestic violence, dating violence, sexual assault, stalking, trafficking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member. *Note: Currently fleeing violence means fleeing, or is attempting to flee the situation, or is afraid to return to their primary nighttime residence*

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<sup>12</sup> Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

**10.5 Table Appendix E: Household Eligibility Requirements**

ELIGIBILITY REQUIREMENTS			
	HOUSING STATUS	INCOME AT ENROLLMENT	INCOME AT RECERTIFICATION
Flex Funding	Homeless OR Chronically homeless OR At risk of homelessness	At or below 80% AMI OR HEN Referral OR None if not receiving ongoing rent assistance	None
Drop-in Shelter	None	None	None
Continuous-stay Shelter	None	None	At or below 80% AMI
Transitional Housing	Homeless	None	At or below 80% AMI
Rapid Re-Housing (CHG Standard)	Homeless	None	At or below 80% AMI
Homelessness Prevention (CHG Standard and Eviction Prevention)	At risk of homelessness	At or below 80% AMI	At or below 80% AMI
HEN Rapid Re-Housing	Homeless	DSHS HEN Referral <sup>13</sup>	DSHS HEN Referral
HEN Homelessness Prevention	At risk of homelessness	DSHS HEN Referral	DSHS HEN Referral
Permanent Supportive Housing (CHG Standard)	Homeless and a household member with a permanent disability	At or below 80% AMI	None
Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)	Chronically homeless head of household with a permanent disability	At or below 80% AMI	None

<sup>13</sup> HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from DSHS as documented in BVS.

## 10.6 Appendix F: Examples of Maintenance Activities

ALLOWABLE EXPENSES		
Cleaning Activities	Protective or Preventative Measures to Keep a Building, its Systems, and its Grounds in Working Order	Replacing Existing Appliances or Objects That Have Broken or are Clearly Past Their Useful Life, are not Fixtures or Part of the Building (See above for definition of "fixtures.")
<ul style="list-style-type: none"> <li>• Cleaning gutters and downspouts</li> <li>• Lawn and yard care (mowing, raking, weeding, trimming/pruning trees and shrubs)</li> <li>• Cleaning a portion of interior or exterior of building, including graffiti removal</li> <li>• Washing windows</li> <li>• Litter pick up and trash collection</li> <li>• Removing snow/ice</li> <li>• Unclogging sinks and toilets</li> </ul>	<ul style="list-style-type: none"> <li>• Fixing gutters</li> <li>• Mending cracked plaster</li> <li>• Patching roof</li> <li>• Caulking, weather stripping, re-glazing.</li> <li>• Replacing a broken window or screen</li> <li>• Reapplication of protective coatings</li> <li>• Fixing plumbing leaks</li> <li>• Repainting previously painted surface (including limited scraping)*</li> <li>• Waterproofing (sealant)</li> <li>• Servicing and maintenance of mechanical systems</li> <li>• Replacing a carpet square or patching carpet</li> <li>• Fixing alarm systems</li> <li>• Installing temporary fencing</li> </ul>	<p>Replacing:</p> <ul style="list-style-type: none"> <li>• Kitchen appliances where removal would not cause any damage (for example dishwashers, stoves, refrigerators)</li> <li>• Light bulbs</li> <li>• Washing and drying machines</li> <li>• Air filters</li> <li>• Furniture</li> </ul>
* Non-destructive methods only (e.g., no sandblasting or high pressure spraying).		

## 10.7 Appendix G: Agency Partner HMIS Agreement

The Homeless Management Information System ("HMIS") is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community, through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

Lead grantees/ sub grantees and the Department of Commerce agree as follows:

General Understandings:

In this Agreement, the following terms will have the following meanings:

"Client" refers to a consumer of services;

"Partner Agency" refers generally to any Agency participating in HMIS.

"Agency staff" refers to both paid employees and volunteers.

"HMIS" refers to the HMIS system administered by Commerce.

"Enter(ing)" or "entry" refers to the entry of any Client information into HMIS.

"Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in HMIS with another Partner Agency.

"The Balance of State Continuum of Care Steering Committee" or "Steering Committee" refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at-large members.

"Identified Information" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.

"De-identified Information" refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as "non-identifying" information.

Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to administer HMIS; to conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS); and to prepare reports that may be submitted to others in de-identified form **without** individual identifying Client information.

Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS system.

Agency is responsible for determining and designating in HMIS whether information may or may not be shared using the Interagency Data Sharing Agreement available through Commerce. Confidentiality:

Agency will not:

enter information into HMIS which it is not authorized to enter; and  
will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.

Agency represents that: **(check applicable items)**

☐ it is; ☐ is not; a "covered entity" whose disclosures are restricted under HIPAA (45 CFR 160 and 164); More information about "covered entities" can be found here:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html>

☐ it is; ☐ is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;

If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.

If Agency is subject to any laws or requirements which restrict Agency's ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.

Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State RCW 43.185C.030. No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.

Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with RCW 70.02.220. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.

To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

Information Collection, Release and Sharing Consent:

**Collection of Client Identified information:** An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.

**Obtaining Client Consent:** In obtaining Client consent, each adult Client in the household must sign the **HMIS Client Release of Information** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the **HMIS Client Release of Information**. If any adult member of a household does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. Unaccompanied youth may not sign the consent form for

themselves.

Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.

Do not enter HIV/AIDS status in HMIS. If funding (i.e, HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information.

Telephonic consent from the individual may temporarily substitute for written consent provided that written consent is obtained at the first time the individual is physically present at Agency.

A Client may withdraw or revoke consent for Client identified information collection by signing the **HMIS Revocation of Consent**. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personally identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.

This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.

**No Conditioning of Services:** Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to allow entry of identified information into HMIS.

**Re-release Prohibited:** Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

**Client Inspection/Correction:** Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections may be made by way of a new entry that is in addition to but is not a replacement for an older entry.

**Security:** Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Among the steps Agency will take to maintain security and confidentiality are:

**Access:** Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.

**User Policy:** Prior to permitting any user to access HMIS, Agency will require the user to sign a **User Policy, Responsibility Statement & Code of Ethics** ("User Policy"), which is found on the Commerce web page ([www.commerce.wa.gov/hmiswa](http://www.commerce.wa.gov/hmiswa)) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy

**Computers:** Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see



<https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:

owned by Agency or approved by Agency for the purpose of accessing and working with HMIS;  
protected from viruses by commercially available virus protection software;

protected with a software or hardware firewall;

maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes;

accessed through web browsers with 256-bit encryption (e.g., Internet Explorer, version 11.0).

Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Commerce' HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system;

staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

**Passwords:** Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

**Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).

**Records:** Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

**Retention of paper copies of personally identifying information:** Agencies must develop and adopt policies governing the retention of paper records containing personally identifying

information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

**Information Entry Standards:**

Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.

Agency will enter all data for a particular month into HMIS database by the 5<sup>th</sup> business day of the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.

Agency will not alter or over-write information entered by another Agency.

**Use of HMIS:**

Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS participating agencies.

Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.

Agency will use HMIS database for legitimate business purposes only.

Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.

Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

**Proprietary Rights of the HMIS:**

Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password.

Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

**Steering Committee:** Commerce will consult with the Steering Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Steering Committee, which will try to reach a voluntary resolution of the complaint.

**Limitation of Liability and Indemnification:** No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided

by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

**Limitation of Liability.** Commerce shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

**Disclaimer of Warranties.** Commerce makes no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS to any other matter.

**Additional Terms and Conditions:**

Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.

Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.

Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement. This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

## **10.8 Appendix H: Lead-Based Paint Visual Assessment Requirements**

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.

### **Disclosure Requirements**

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 at: <https://www.epa.gov/lead/real-estate-disclosure>

It is recommended that rent assistance providers also share this information with their clients.

### **Determining the Age of the Unit**

Lead/Subgrantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. To find online, search for your county name with one of the following phrases:

- ✓ "property tax records"
- ✓ "property tax database"
- ✓ "real property sales"

Print the screenshot for the case file. If not available online, the information is public and can be requested from the local authorities.

### **Conducting a Visual Assessment**

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;

*AND*

- ✓ A child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving rent assistance.

A visual assessment must be conducted prior to providing rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Lead/Subgrantees may choose to have their program staff complete the visual assessments or they may procure services from a contractor. Visual assessments must be conducted by a HUD-Certified Visual Assessor.

Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

If a visual assessment reveals problems with paint surfaces, Lead/Subgrantees cannot approve the unit for assistance until the deteriorating paint has been repaired. Lead/Subgrantees may wait until the repairs are completed or work with the household to locate a different (lead-safe) unit.

### **Locating a Certified Lead Professional and Further Training**

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at <https://www.epa.gov/lead> and click on "Find a Lead-Safe Certified Firm."
- ✓ Go to Washington State Department of Commerce Lead-Based Paint Program website at <http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/lead-based-paint-program-lbpabatement/> and click on "Find a Certified LBP Firm" under Other Resources.

Information on lead-based programs in Washington State can be found at <http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/>.

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1-800-424-LEAD to speak with an information specialist.

The Lead Safe Housing Rule as well as a HUD training module can be accessed at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/enforcement/lshr](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr)

## 10.9 Appendix I: Access to the DSHS Benefits Verification System Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
  - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
  - d. "Contractor" means CHG Lead/subgrantees.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **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 Hardened 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 DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
  - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs 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.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs 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 Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached 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.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured 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.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
  - Physically Secure the portable device(s) and/or media by
    - (d) Keeping them in locked storage when not in use
    - (e) Using check-in/check-out procedures when they are shared, and
    - (f) Taking frequent inventories
  - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
  - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
  - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs),

magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

**h. Data stored for backup purposes.**

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

- 5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:



<b>Data Stored On:</b>	<b>Will be Destroyed By:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.

**Data shared with Subcontractors.** If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

#### 10.10 Appendix J: Access to the DSHS HEN Referral List Data Security Requirements

As required under RCW 43.185.C 230 and RCW 74.62.030, the Lead/sub grantee may use the ***HEN Referral List*** information for the sole purpose of improving access to HEN assistance for individuals determined eligible for a referral to HEN.

Access to Data shall be limited to staff whose duties specifically require access to such Data in the performance of their assigned duties.

Prior to making Data available to its staff, the Data Recipient shall notify all such staff of the Use and Disclosure requirements.

All staff accessing the data must sign a *DSHS Nondisclosure of Confidential Information – Non Employee* form prior to accessing the Data.

The Lead/sub grantee shall maintain a list of such staff and their signed *DSHS Nondisclosure of Confidential Information – Non Employee* forms. These forms must be updated annually and submitted to Commerce upon request.

**Limitations on Use of Data:** If the Data and analyses generated by the Lead/sub grantee contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by Commerce prior to publication in any medium or presentation in any forum.

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
  - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
  - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
  - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service

Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

- e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. "FedRAMP" means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://www.fedramp.gov)), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard

- drives, and internal hard drives that have been removed from a computing device.
- m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
  - n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
  - o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Lead/sub grantee must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Lead/sub grantee staff for violating that policy.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Lead/sub grantee must:
- a. Have documented policies and procedures governing access to systems with the shared Data.
  - b. Restrict access through administrative, physical, and technical controls to authorized staff.
  - c. Ensure that user accounts are unique and that any given user account login ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the login ID used to perform the action.
  - d. Ensure that only authorized users are capable of accessing the Data.

- e. **Ensure that an employee's access to the Data is removed immediately:**
  - (1) **Upon suspected compromise of the user credentials.**
  - (2) **When their employment is terminated.**
  - (3) **When they no longer need access to the Data.**
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Lead/sub grantee's network (the Data stays within the Lead/sub grantee's network at all times), enforce password and logon requirements for users within the Lead/sub grantee network, including:
  - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
  - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
  - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
  - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Lead/sub grantee network), mitigate risk and enforce password and logon requirements for users by employing measures including:
  - (1) Ensuring mitigations applied to the system don't allow end-user modification.
  - (2) Not allowing the use of dial-up connections.
  - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
  - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
  - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
  - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
  - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

- (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
    - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
  - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
    - (1) Be a minimum of six alphanumeric characters.
    - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
    - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
  - k. Render the device unusable after a maximum of 10 failed logon attempts.
5. **Protection of Data.** The Lead/sub grantee agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - b. **Network server disks.** For 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 Hardened 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 DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.
  - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs 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.
  - d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs 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 Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached 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.

- e. **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 Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Lead/sub grantee on portable devices or media unless specifically authorized within the terms and conditions of the Grant. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data.
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
    - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
      - i. Keeping them in a Secure Area when not in use,
      - ii. Using check-in/check-out procedures when they are shared, and
      - iii. Taking frequent inventories.
  - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Lead/sub grantee staff with authorization to access the Data, even if the Data is encrypted.
- h. **Data stored for backup purposes.**
  - (1) DSHS Confidential Information may be stored on Portable Media as part of a Lead/sub grantee's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be

destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Lead/sub grantee's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Lead/sub grantee has control of the environment in which the Data is stored. For this reason:

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
  - (a) Lead/sub grantee has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
  - (b) The Data will be Encrypted while within the Lead/sub grantee network.
  - (c) The Data will remain Encrypted during transmission to the Cloud.
  - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
  - (e) The Lead/sub grantee will possess a decryption key for the Data, and the decryption key will be possessed only by the Lead/sub grantee and/or DSHS.
  - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Lead/sub grantee networks.
  - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Lead/sub grantee's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
  - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
  - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied



within 3 months of being made available.

- b. The Lead/sub grantee will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

**7. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Lead/sub grantee, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
  - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
  - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
  - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
  - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
  - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

- 8. Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler

	assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to COMMERCE and DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov) designated within one (1) business day of discovery. Lead/sub grantee must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Grant is to be shared with a subcontractor, the Grant with the subcontractor must include all of the data security provisions within this Grant and within any amendments, attachments, or exhibits within this Grant. If the Lead grantee cannot protect the Data as articulated within this Grant, then the contract with the sub grantee must be submitted to COMMERCE for review and approval.

# Exhibit D

**Objective #1:** Quickly identify and engage people experiencing homelessness under the state definition, and all unaccompanied youth under any federal definition, through outreach and coordination between every system that encounters people experiencing homelessness.

## Milestone for Objective #1: HMIS Enrollments in CE increase by 10% by 2024

Strategy 1: Expand partnerships and coordination to ensure efficient identification and referral of individuals and families experiencing homelessness.						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Continue the Coordination of Care meetings to case conference shared clients with other providers	COC Group	Ongoing, monthly	CoC meetings are held monthly through 2023			
Universal ROI implemented into Coordinate Entry system	PCHHS	February 2023	Universal ROI is added as a field in HMIS client profiles			
Increase capacity of the delivery system and coordinated entry by creating multiple access doors to include at least 2 new access doors	The Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	February 2023	Add PCHHS and CSN to the general CE system to allow them to provide CE assessments for clients			
Strategy 2: Ensure Compliance with Coordinated Entry Guidelines						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Continue the Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup to address current issues related to coordinated entry, and ensure that the Coordinated Entry system complies with state and federal coordinated entry data collection requirements	PCHHS, CSN, CCAP, GHCHHS, and DV Center	Ongoing	The Joint Grays Harbor and Pacific County Coordinated Entry (CE) Workgroup meetings held monthly through 2023			
Implement updated CE guidelines that incorporate Commerce's CE updates adopted in Oct. 2021	The Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	January 2023	Fully updated CE guidelines adopted by CE system			
Improve HMIS Data Quality (quarterly review of data quality; all county contract documents to require data entry compliance)	All housing providers that utilize HMIS, Housing Subcommittee	On-going review, quarterly	Analyze Data Quality dashboard published by DOC quarterly at Homeless Housing Subcommittee meetings and maintain a 25% or less data error rate			
Strategy 3: Diversify interventions available for those experiencing homelessness						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Search for and if available, try to apply for more funding sources that allow for diversion, street outreach, and emergency shelter/housing resources	Homeless Housing Subcommittee	March 2023	Create inventory of available local, state, and federal funding available for diversion, street outreach, and emergency shelter/housing resources			
Continue funding for YHDP programs to engage youth and unaccompanied minors experiencing homelessness in order to get a better understanding of youth homelessness in Pacific County	PCHHS	October 2023	Execute YHDP RRH and SSO contracts for FY 2023 - 2024			
Assist in implementation of the new Apple Health and Homes program in Pacific County	Homeless Housing Subcommittee	February 2023	Invite Commerce representatives to share out at Homeless Housing Subcommittee meeting			
Strategy 4: Create liaison positions at key public institutions: jails, schools, etc.						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Continue to support Family Resource Coordinators in local schools to help identify homeless youth and families	BH Subcommittee, Local School Districts, ESD 113	On-going	Maintain funding for Family Resource Coordinators in (FRC) at least 4 schools within Pacific County.			
Continue to support Jail Reentry Liaison to help identify homeless individuals involved in the jail system	BH Subcommittee & Sheriff's office	On-going	Maintain funding for Jail Reentry Liaison employed by PCHHS			
Explore opportunities to add a liaison for homeless individuals involved in BH services	BH Subcommittee & Homeless Housing Subcommittee	Aug. 2023	Make recommendations to BH Subcommittee meeting of funding available to support a BH Liaison position			

**Objective #2:** Prioritize housing for people with the greatest need.

**Milestone for Objective #2:** Pacific County's homeless system prioritization is at least 45% by Nov. 2023 *\*taken from Commerce County Report Card report*

<b>Strategy 1: Ensure prioritization for housing programs are effective to serving those with greatest need</b>						
<b>Activity</b>	<b>Who's responsible?</b>	<b>by When?</b>	<b>Measures of success</b>	<b>Quarter 1 January- March 2023</b>	<b>Quarter 2 April- June 2023</b>	<b>Quarter 3 July- Sept 2023</b>
Local Policies and Procedures for prioritization are annually updated	Homeless Housing Subcommittee and the Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	January 2023	Update is submitted & prioritization tools edited to reflect policies			
Continue a Youth Centered Coordinated Entry system (13- 18 years of age) to help prioritize youth into the limited programs available.	The Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	Ongoing	All CE access points are utilizing the YYA Prioritization Tool			
Create and maintain a By Name List to ensure individuals with highest need are being placed into open program slots	The Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	Ongoing, monthly	All CE access points are working in a shared priority pool (By Name List) and list is assessed for next available program placements			
<b>Strategy 2: Implement more opportunities for Permanent Supportive Housing to serve those with highest need</b>						
<b>Activity</b>	<b>Who's responsible?</b>	<b>by When?</b>	<b>Measures of success</b>	<b>Quarter 1 January- March 2023</b>	<b>Quarter 2 April- June 2023</b>	<b>Quarter 3 July- Sept 2023</b>
Continue funding for PSH projects within Pacific County	PCHHS	Oct 2023	Execute HUD PSH contracts for FY 2023 - 2024			
Support the development of new units for the use of Apple Health and Homes participants	Commerce	May 2023	Commerce releases applications for capital funding for Apple Health and Homes			
Improve relationships with EMS, hospitals, BH providers, etc. to increase referrals to PSH program	PCHHS & COC group	Ongoing	Have one representative from EMS, hospitals, and a BH provider attend the monthly COC meetings			

**Objective #3:** Operate an effective and efficient homeless crisis response system that swiftly moves people into stable permanent housing

**Milestone for Objective #3-** Decrease length of time homelessness from 303 days to 250 days by 2024 \*taken from Commerce County Report Card report

Strategy 1: Improve the local street outreach to increase connection to CE							
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023	Quarter 4 Oct- Dec 2023
Coordinate annual Project Community Connect event to provide resources and outreach to individuals experiencing poverty	PPR, PCHHS	January 2023, annually thereafter	Annual event, serves at least 100 individuals & expanding to having similar event in North County				
Create avenues for CE assessments to be completed with individuals while outreach is done in the field	Outreach partners & the Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	January 2023	Include CE access while completed the 2023 PIT county event				
Strategy 2: Ensure case managers are using best practices when working with clients							
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023	Quarter 4 Oct- Dec 2023
Ensure case managers/care coordinators are creating robust housing stability plans and actively working with individuals towards the goals.	Housing Providers	Ongoing review, annually	At least 25% of individuals show improvement on the Self-sufficiency matrix				
Provide community-wide training for housing providers and social service partners (motivational interviewing, mental health first aid (MHFA), harm reduction, etc.).	PCHHS	December 2023	Offer MHFA at least twice per year to service providers. Offer ACEs training at least once per year to service providers. Offer Youth Mental Health First Aid at least once per year to service providers.				
Provide training to direct service providers on best practices in homeless housing services including diversion / problem-solving conversations, street outreach, professional boundaries, etc.	Housing Providers	Ongoing review, annually	Compliance to contract training requirements are met in annual reviews				

**Objective #4:** Assess the impact of the fully implemented local plan on the number of households housed and the number of households left unsheltered, assuming existing resources and state policies

**Milestone for Objective #4** - A 15% reduction in number of households unsheltered reported in the DSHS supplemental PIT count by 2025

Strategy 1: Fully analyze homelessness within Pacific County						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Conduct Housing Needs assessment and evaluate Pacific County housing continuum of care programs and services. Develop a quality improvement plan and update the 5 year plan if indicated.	PC EDC & Liveable Cities	June 2023	Completed and published Housing Needs Assessment by Liveable Cities			
Collect data on leading factors to homelessness within Pacific County	Housing and Homelessness Subcommittee	July 2023	Reach out to Commerce to get assistance from their homelessness prevention team to help with Pacific County analysis			
Strategy 2: Ensure goals are being met within the local plan						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Complete quarterly updates to activities outlined in the local plan	Homeless Housing Subcommittee	On-going review, quarterly	Update submitted in local plan			

**Objective #5:** Address racial disparities among people experiencing homelessness

**Milestone for Objective #5-** By November 2023, Pacific County's HMIS data will show a 5% increase in Native American/Alaskan Native being served who are experiencing homelessness and housing insecurity

Strategy 1: Evaluate data to ensure equity within the homeless response system						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Use racial equity tools provided by Commerce to evaluate the current homeless housing response system and work to eliminate gender and racial disparities within the system. Make adjustments to service delivery as indicated	Homeless Housing Subcommittee & Equity Subcommittee	On-going review, quarterly	Analyze Racial Equity Dashboard published by Commerce quarterly at Homeless Housing Subcommittee meetings			
Use CE HMIS data to evaluate if population accessing the system reflect the proportion of individuals experiencing homelessness/housing instability	Homeless Housing Subcommittee & Equity Subcommittee	On-going review, quarterly	Analyze CE HMIS demographic report and local rates for homelessness and housing insecurity measures quarterly at Homeless Housing Subcommittee meetings			
Strategy 2: Develop a plan to minimize racial disparities (especially for our Native American/Alaskan Native population)						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Engage with Shoalwater Bay & Chinook tribes to ensure connection/support/engagement relative to the Indigenous homeless population	Equity Subcommittee	January 2023	Have meeting with Shoalwater Bay and Chinook tribal leadership to learn about member's needs and tribal services			
Research and engage with other tribal leadership of the most prominent tribes making up our Indigenous population in Pacific County to ensure connection/support/engagement relative to the Indigenous homeless population	Equity Subcommittee	February 2023	Have meeting with other tribal leadership representing our local indigenous population to learn about member's needs and tribal services			
Reach out to the tribal HCA liaisons to engage in conversation around helping tribal members access resources	Equity Subcommittee	March 2023	Have meeting with HCA liaison			
Connect with facilities that serve tribal members	Equity Subcommittee	April 2023	Have meeting with Northwest Indian Health Treatment Facility and the Quinault Wellness Center			
Strategy 3: Ensure the homeless response system is accessible for all races						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Contract directly with and prioritize funding By and For organizations; provide long term grantees with the flexibility to allow for culturally appropriate responses	PCHHS, BOCC, & Housing Partners	Dec 2023	Contractual relationship established or expanded with at least one By and For organization			
Create Equity Subcommittee focused on addressing racial disparities in the homeless service system	Health and Human Services Advisory Board	January 2023	Establish group and hold bimonthly meetings			
Assess outcomes of implementing the CE Language Access Plan	The Joint Grays Harbor and Pacific County Coordinated Entry (CE) workgroup	May 2023	Disperse surveys to receive feedback from clients and partner agencies regarding how accessible CE is for specific racial groups			

**Objective # 6- Increase Housing stock available to provide housing to individuals involved in the homeless crisis response system in Pacific County**

**Milestone for Objective #6- By December 31st, 2023, 51 units for individuals at 30% AMI or lower were added**

Strategy 1: Review all surplus property and consider developing a plan regarding prioritization of surplus property for purchase and/or rehab into affordable housing units.						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Utilize County surplus property for affordable housing project	BOCC & PCHHS	March 2023	Complete surveys needed on at least one County-owned piece of property being considered for the affordable housing project			
Create surplus property inventory that includes underused homes & vacant land	PC EDC & Liveable Cities	January 2023	List of top five candidate properties identified for potential development and/or rehab			
Create a plan for next steps for identified properties once property inventory is completed	Housing Workgroup	March 2023	Published plan reported out to Housing Workgroup and Homeless Housing Subcommittee			
Strategy 2: Maximize all local, state, and federal funding options for capital housing projects						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Advocate for county to implement 0.1% funding for affordable housing development	BOCC, HHSAB	May 2023	Hold one BOCC Workshop educating the board on the available 0.1%			
Create inventory of available local, state, and federal funding for developers to use for affordable housing capital projects	Homeless Housing Subcommittee	March 2023	Published list of available funding posted on PCHHS's & Pacific County website			
Explore the use of .09 funding to go towards capital housing projects	PCOG & BOCC	April 2023	At least one new housing project is submitted for PCOG review by Spring 2023 for next disbursement of .09 awards			
Advocate for county to implement 0.25% increase in real estate excise tax to support for affordable housing initiatives	BOCC	May 2023	Encourage HHSAB to include this as a recommendation to the BOCC			
Strategy 3: Explore all avenues for changes in Comprehensive Plan to accommodate and plan for affordable housing options						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Educate our municipal planning commissions of RCW 36.70A	Housing Workgroup	March 2023	Hold the first education meeting on RCW 36.70A.600 with one municipality			
Implement the recommendations of "Liveable Cities" ordinance review	Housing Workgroup	June 2023	Hold education meeting with municipalities and county to hear the outcomes of the Liveable Cities ordinance and permitting review			
Encourage more flexibility in zoning for more housing options (ADUs, duplex/triplex, etc)	Housing Workgroup	June 2023	Hold education meeting with municipalities and county to hear the outcomes of the Liveable Cities ordinance and permitting review			
Research safe parking/camping options for homeless individuals	Homeless Housing Subcommittee	Sept. 2023	Create safe parking ad hoc to research best practices and possible solutions to share out to Homeless Housing Subcommittee			
Strategy 4: Increase landlord and developer interest in affordable units						
Activity	Who's responsible?	by When?	Measures of success	Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023
Advocate for increased funding for developers and fewer regulations in planning and permitting process	PC EDC & Liveable Cities	June 2023	Hold education meeting with municipalities and county to hear the outcomes of the Liveable Cities ordinance and permitting review			
Create incentive for developers and homeowners by reducing regulations and fees (through low interest loans?)	Housing Workgroup	Aug 2023	Hold education meeting with municipalities and county to provide some ideas of ways developers and landlords can be incentivised through code changes			



Provide landlord information events to provide education on state housing programs, landlord incentives, home preservation loans, and mitigation programs. Strategy 5: Preserve/Maintain existing housing units for affordable housing	CCAP Landlord Liaison	1 event by June 2023, 1 event by Dec 2023	At least 10 landlords attended the landlord engagement meetings				
	Measures of success						
<b>Activity</b>	<b>Who's responsible?</b>	<b>by When?</b>	<b>Measures of success</b>	<b>Quarter 1 January- March 2023</b>	<b>Quarter 2 April- June 2023</b>	<b>Quarter 3 July- Sept 2023</b>	<b>Quarter 4 Oct- Dec 2023</b>
Support JPCCHA in the acquisition of units for the use of preserving them for affordable housing	Housing Subcommittee	On-going	Continue to provide JPCCHA predevelopment funding to acquire units at risk of losing affordability Households receive weatherization grants (increase by 10%) Baseline:				
Assist households in applying for weatherization grants	CCAP, Outreach Partners	On-going					
Assist households with accessing loans and grants for home repair	ABC? and Rebuilding Together? PCHSS	Meeting w/USDA by Jan 2023, application assistance provided on-going	1) ABC and Rebuilding Together develop systems to assist with applications. 2) Households receive USDA home repair grants.				

**Objective #7:** Improve Financial and Supportive Services / Increase Housing Placements

**Milestone for Objective #7** - Exits to permanent housing will be 80% and returns to homelessness will be 5% for Pacific County by 2024 \*taken from Commerce County Report Card report

Strategy 1: Improve local community - based organizations' capacity							Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023	Quarter 4 Oct- Dec 2023
Activity	Who's responsible?	by When?	Measures of success							
Provide organizational development training for community - based organizations	Homeless Housing Subcommittee	Oct. 2023	Facilitate first training hosted by a TA provider							
Encourage a streamlined process for stakeholders to apply for local funding	Health and Human Services Advisory Board & BOCC	May 2023	Implementation of RFP process for all local funds available to community - based organizations							
Explore options for creating a collaborative process to help agencies build capacity	Housing Subcommittee	July 2023	Present examples to Housing Subcommittee members about TA assistance when applying for funding							
Strategy 2: Encourage stability after housing placements							Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023	Quarter 4 Oct- Dec 2023
Activity	Who's responsible?	by When?	Measures of success							
Host landlord and tenant education events	NJP, HOSWWA, & CCAP Landlord Liaison	1 event by June 2023, 1 event by Dec 2023	At least 10 landlords and 10 tenants attending the landlord and tenant education sessions							
Attempt to reduce returns to homelessness by seeking support from partner agencies to ensure supportive services continue after placement into housing	Housing providers, Housing Committee	Dec 2023	An additional partner agency becomes a Pathways provider							
Increase referrals to employment services for clients in housing programs	Housing providers & outreach partners	Mar 2023	Increase employment service new enrollments by 10% in first quarter							
Support development of sober living (Oxford houses), and expansion of other housing resources available to individuals with behavioral health diagnosis	Housing Subcommittee	Apr 2023	Reach out to the current women's Oxford house coordinators to see if they are willing to expand for a men's Oxford housing							
Strategy 3: Increase early intervention to prevent housing instability							Quarter 1 January- March 2023	Quarter 2 April- June 2023	Quarter 3 July- Sept 2023	Quarter 4 Oct- Dec 2023
Activity	Who's responsible?	by When?	Measures of success							
Utilize HB 1277 funding to provide eviction prevention funding	Pacific County	2024	An executed contract with Commerce							
Promote eviction prevention legal aid and Dispute Resolution Services	NJP & DRC	Aug 2023	Create and execute an outreach plan to educate community on available services							
Create a diversion program to help reduce risk of homelessness	CCAP	Feb. 2023	Create policies and procedures for CE diversion program							

# Exhibit E

## Subrecipient Agreement #CCAP\_Permanent Supported Housing

### Exhibit E- Statement of Work

#### Under conditions laid out in this Agreement, the Subrecipient shall:

- 1) Provide rent, utility, and deposits assistance for enrolled PSH Households
- 2) Receive referrals via coordinated entry, ensure all requirements for enrollment are met and documented, and enroll clients into the program.
- 3) Provide on-going supportive services or activities designed to assist individuals retaining suitable housing. Services or activities may include: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- 4) Client information must be entered into HMIS (Homeless Management Information Systems) within five days of services and include all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information.
- 5) Adhere to the contract and funder guidelines published by Washington State Department of Commerce and Department of Housing & Urban Development,
- 6) Inform clients of available services in addition to this funding. Ensure that clients are receiving all benefits that they qualify for and refer them to services that they may qualify for and do not yet receive, ensuring maximization of community resources and housing stability.
- 7) Track, properly document, and submit required match (25% cash or in-kind) to the county with monthly invoice.
- 8) Participate in local Coordinated Care meetings to ensure coordination of care between social service providers in Pacific County.
- 9) Ensure annual performance report data is collected and submitted as requested by the county.

# Exhibit E

## Subrecipient Agreement #CCAP\_Permanent Supported Housing Exhibit F- Budget

Funding Source	Time Period	Original Contract	Amendment #1	Amendment #2	Amendment #3	Total
<b>HUD PSH</b>						
Rental Assistance	February 1, 2023-Sept 30, 2023	141,170.54				-
Supportive Services		54,575.24				141,170.54
Admin		13,783.21				54,575.24
<b>HUD PSH</b>						
Rental Assistance	October 1, 2023-Sept 30, 2024					-
Supportive Services						-
Admin						-
<b>Commerce CHG PSH CHF*</b>						
PSH CHF: Rent/FAC Support	February 1, 2023-June 30, 2023	6,835.00				-
Lease		659.63				6,835.00
<b>Commerce CHG PSH CHF*</b>						
Rental Assistance	July 1, 2023-June 30, 2025					-
Supportive Services						-
Admin						-
Recording Fees (179)**	February 1, 2023-November 30, 2023					-
Recording Fees (179)**	December 1, 2023-November 30, 2024	-	-	-	-	-
						217,023.62

### Definitions

HUD PSH: Housing & Urban Development Permanent Supported Housing

Commerce CHG PSH CHF- Commerce Consolidated Homeless Grant Permanent Supported Housing Chronically Homeless Families

\*CHG PSH CHF is used as match for the HUD PSH program

\*\*If allocated to this contract, Recording Fees (179) will be designated as match towards the HUD PSH grant

Updated 1-18-2023