
**Agreement for Housing Services
Between Pacific County Health and Human Services and
Dylan Jude Harrell Community Center
Agreement#2023-25 DJHCC Housing**

Introductory Provisions

THIS AGREEMENT is made and entered into by and between Pacific County, hereinafter referred to as "County," and DJHCC hereinafter referred to as "Subrecipient."

THE PURPOSE of this agreement is to provide housing services for people who are experiencing homelessness in Pacific County through the Consolidated Homeless Grant (CHG) Eviction Prevention and Emergency Housing Fund (EHF). This Agreement provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Pacific County Homeless Plan. This Agreement is a result of the Washington State Dept. of Commerce Contract 24-46108-22 and Contract 24-4619D-117 with Pacific County Health and Human Services.

CHG Eviction Prevention is designed to support an integrated system of housing assistance to prevent homelessness and provide housing stability case management.

Emergency Housing Funds are designed to maintain current levels of homeless subsidies and emergency housing services. Allowable activities are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

Terms & Conditions

1. **SCOPE OF WORK:** A detailed description of services to be provided are outlined in **Exhibit A- Statement of Work**. All work completed under this Agreement shall be done in full compliance with requirements set forth by the Washington State Department of Commerce as described in **Exhibit E- PCHHS & Commerce Contract 24-46108-22, Exhibit F - PCHHS & Commerce Contract 24-4619D-117**, and **Exhibit G- Guidelines for the Consolidated Homeless Grant**. The SUBRECIPIENT and the COUNTY agree to the terms and conditions set forth in:
 1. General Provisions
 2. Payment Provisions
 3. Specific Provisions
 4. Signature Page
 5. Exhibit A- Statement of Work
 6. Exhibit B- Budget
 7. Exhibit C- Business Associate Agreement
 8. Exhibit D- FAFTA
 9. Exhibit E- PCHHS & Commerce Contract 24-46108-22
 10. Exhibit F- PCHHS & Commerce Contract 24-4619D-117
 11. Exhibit G- Guidelines for the Consolidated Homeless Grant
2. **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.

3. 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.
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. 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.

9. **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 A- Statement of Work** and **Exhibit B- Budget**.

In its sole discretion, the COUNTY may withhold payments claimed by the SUBRECIPIENT for services rendered or terminate the Agreement 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.

10. **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.

11. **COMPENSATION:** The COUNTY shall pay an amount to be, at most, the amount shown in **Exhibit B- Budget**. Where **Exhibit B-Budget** requires payments by Pacific County, payment shall be made on a reimbursement basis, supported unless otherwise provided in **Exhibit B- Budget**. Activity reports shall be filed along with the billing for payment. The SUBRECIPIENT shall submit billing by the 10th of each month following the month of service. For the month of June, invoices need to be submitted to the COUNTY no later than the 5th of July for when expenses were incurred.

This Agreement allows actual expenditures according to an approved budget up to the maximum amount stated in **Exhibit B-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.

12. **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.

13. 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

14. 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 A- Statement of Work**.

15. 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.

16. **CONFORMANCE:** Suppose any provision of this Agreement violates any statute or the rule of law of the state of Washington. In that case, it is considered modified to conform to that statute or regulation of law.

17. **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.

18. **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.

19. **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.

20. **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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 B- 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

26. **OWNERSHIP:** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the SUBRECIPIENT or the SUBRECIPIENT'S SUBRECIPIENTS' or 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. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the SUBRECIPIENT uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the SUBRECIPIENT and is not "work made for hire" within the terms of this Agreement.

27. **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: 1) 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 SUBRECIPIENTS' and their employees, agents or volunteers; or 2) liability directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) liability based upon the SUBRECIPIENT'S or its SUBRECIPIENTS' 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 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 the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of SUBRECIPIENT'S indemnity obligations under the Agreement.
- C. Survival of SUBRECIPIENT'S Indemnity Obligations. The SUBRECIPIENT agrees all SUBRECIPIENTS'S indemnity obligations shall survive the completion, expiration or termination of this Agreement.

28. ATTORNEY'S FEES/COST OF SUIT AND VENUE: If either party files suit to enforce this Agreement, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

A. Disputes. Differences between the SUBRECIPIENT and the COUNTY, arising under and by virtue of this Agreement, 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 SUBRECIPIENT shall be decided by the COUNTY'S Agreement representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Agreement representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to Choice of Law, Jurisdiction and Venue.

B. Choice of Law, Jurisdiction and Venue. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

C. Severability. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

If any provision of this Agreement 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 Agreement so that the original intent and purpose of the Agreement no longer exists, the COUNTY may, in its sole discretion, terminate this Agreement.

29. INSURANCE: Without limiting the SUBRECIPIENT indemnification of the COUNTY, and before the 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. SUBRECIPIENT 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. SUBRECIPIENT shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and the sub-recipient agrees to maintain continuous coverage for no less than three years after completing the services required by this Agreement.

C. Workers' Compensation Insurance. SUBRECIPIENT shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- D. SUBRECIPIENT 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.
- E. Waiver of Subrogation. All insurance coverage maintained or procured under this Agreement shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow SUBRECIPIENT or others providing insurance evidence in compliance with these specifications to waive their right of recovery before a loss. SUBRECIPIENT hereby waives its right of recovery against COUNTY and shall require similar written express waivers and insurance clauses from each of its SUBRECIPIENTS.
- F. 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.
- G. The SUBRECIPIENT shall provide the COUNTY with a properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. SUBRECIPIENT agrees that its liability insurance shall be primary and noncontributory to the COUNTY's and that SUBRECIPIENT's liability insurance policy shall so state.
- H. 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.

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
- J. 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").
- K. Federal Hatch Act, 5 USC 1501-1508

30. 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.

31. MODIFICATIONS Either party may request changes in the Agreement. Any modifications shall be in writing and signed by each of the parties.
32. 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.
33. PAY EQUITY: The Subgrantee 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.
 - iv. 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
34. 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.
35. PROHIBITIONS: The SUBRECIPIENT does not require eligible clients to participate in a religious service as a condition of receiving program assistance.
36. 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 sub-recipient 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 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 sub-recipient 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 obtain a court order enjoining a timely disclosure, the COUNTY will release the requested information on the specified date.

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 under a public records request.

37. 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.
38. REPORT ABUSE AND NEGLECT: The SUBRECIPIENT and its SUBRECIPIENTS 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 SUBRECIPIENT 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:

- A. They have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a child or vulnerable adult has occurred.
 - B. 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.
39. 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.
40. 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.
41. 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.

42. 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.

43. 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).

44. 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.

45. 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.

46. 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.

47. AGREEMENT PROVISIONS: Payments due to the Provider/SUBRECIPIENT under this Agreement are expressly conditioned upon the Provider's/SUBRECIPIENT's strict compliance with all insurance requirements under this Agreement. Payment to the Provider/SUBRECIPIENT shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Provider/SUBRECIPIENT.
48. 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 121 pages, including **Exhibits A, B, C, D, E, F, and G** which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Agreement. Agreement may be signed in counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming.

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DYLAN JUDE HARRELL COMMUNITY CENTER

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Authorized Representative

Lisa Olsen, Chair

(Printed Name & 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 #



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Subrecipient Agreement
for
Consolidated Homeless Grant Eviction Prevention &
Emergency Housing Fund

Agreement #:
2023-25_DJHCC_Housing

This Subrecipient Agreement is made between Pacific County Health & Human Services (PCHHS) and Dylan Jude Harrell Community Center (DJHCC)

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------|
| Subrecipient NAME | | ENTITY TYPE | |
| Dylan Jude Harrell Community Center | | Non profit corporation | |
| SUBRECIPIENT ADDRESS | | CITY | STATE ZIP Code |
| 211 Pioneer Rd. W | | Long Beach | WA 98631 |
| SUBRECIPIENT PRIMARY CONTACT | TELEPHONE | SUBRECIPIENT EMAIL ADDRESS | |
| Robyn Handley-Lane | 360-207-0158 | robyn@djhcc.org | |
| SUBRECIPIENT TAX ID NUMBER | SUBRECIPIENT UNIVERSAL IDENTIFIER (UEI) NUMBER | | |
| 87-2255090 | KFNXJWA1USB5 | | |
| Is DJHCC a subrecipient under this Contract? | If yes, CFDA Numbers(s): | FFATA Form Required | |
| Yes | 21.027 | No | |
| PCHHS PROGRAM | | PCHHS DIVISION | |
| CHG EP & EHF | | Housing | |
| PCHHS CONTACT NAME & TITLE | | PCHHS CONTACT ADDRESS | |
| Darian Sheldon | | 1216 West Robert Bush Drive | |
| Human Services Program Manager | | PO Box 26 | |
| (503) 298-9246 | | South Bend, WA 98586 | |
| CONTRACT START DATE | CONTRACT END DATE | MAXIMUM AGREEMENT AMOUNT | |
| Sept. 1st, 2023 | June 30th, 2025 | \$244,357 | |
| EXHIBITS. When the box below is marked with an X, the following exhibits are attached and are incorporated into this agreement by reference: | | | |
| <input checked="" type="checkbox"/> Exhibit A- Statement of Work | | <input checked="" type="checkbox"/> Exhibit E- PCHHS & Commerce Contract 24-46108-22 | |
| <input checked="" type="checkbox"/> Exhibit B- Budget | | <input checked="" type="checkbox"/> Exhibit F- PCHHS & Commerce Contract 24-4619D-117 | |
| <input checked="" type="checkbox"/> Exhibit C- Business Associate Agreement | | <input checked="" type="checkbox"/> Exhibit G- Guidelines for the Consolidated Homeless Grant | |
| <input checked="" type="checkbox"/> Exhibit D- FAFTA | | | |

Agreement # 2023-25_DJHCC_Housing
 Exhibit A- Statement of Work (SOW)
 Original

Summary/overview of services to be provided

Consolidated Homeless Grant (CHG) Eviction Prevention: is designed to support an integrated system of housing assistance to prevent homelessness and provide housing stability case management. This Contract provides resources to address the needs of people who are at-risk of homelessness, as described in the Consolidated Homeless Grant Guidelines.

Emergency Housing Funding (EHF): is designed to maintain current levels of homeless subsidies and emergency housing services. Allowable activities are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

All services provided must be in compliance with the most recently published Washington State Department of Commerce Consolidated Homeless Grant (CHG) Program Guidelines found here: <https://deptofcommerce.app.box.com/s/4d1lul45uqljmhseufez4flxqv1q6b>

Deliverables

Subrecipient shall commit to operating a high-performing crisis response system in their county by:

| Description | Outcomes | By when |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing. | Housing Stability Plans with each household | Annually |
| Employing a progressive engagement service model. | Meet with clients no less than once per month | Monthly & As Requested |
| Prioritizing households most likely to become homeless when using homelessness prevention rent assistance. | Maintaining Priority Pool | Ongoing |
| Being anti-racist leaders in their crisis response systems and facilitating partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations. | The race and ethnicity of households served are proportional to the numbers of people in need of services in Pacific County. | Annually |

Subrecipient shall submit the following deliverables on time with truthful, accurate information:

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Invoice Cover Sheet with all supporting documents and Data Quality Reports due on the 10th of the month following the provision of services. *With exception of June invoice due 5th of July | Invoice Submission | Monthly |
| Contribute expenditure and housing inventory information for PCHHS to complete the Annual County Expenditure Report/Homeless Housing Inventory | Final expenditure information for all listed programs | Annually |
| Help coordinate and provide staff for the annual Project Community Connect events and Point-In-Time Count across Pacific County | Point-In-Time Count | Annually |
| Report quality and timely HMIS data | Client information entered into HMIS (Homeless Management Information Systems) within five days of services and includes all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information | Ongoing |

Subrecipient shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines.

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------|
| For each intervention type funded by the Consolidated Homeless Grant and Emergency Housing Fund, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target. | Progress towards statewide performance target | Annually |
| Ensure equitable access to all CHG and EHF funded programs. | The race and ethnicity of households served are proportional to the numbers of people in need of services in Pacific County. | Annually |
| Subrecipient shall participate in the following State and community stakeholder meetings: | | |
| Pacific County Housing and Homelessness Subcommittee | At least one agency representative attending each meeting | Monthly |
| Community Care Coordination Meetings | At least one agency representative attending each meeting | Monthly & As Requested |

Agreement : 2023-25_DJHCC_Housing

Exhibit B- Budget

Original Budget

| | | Budget | | | | | |
|-------------------------------------------|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Period of Performance | Original | Amendment #1 | Amendment #2 | Amendment #3 | Amendment #4 | Amendment #5 |
| CHG Eviction Prevention Admin | July 1st 2023 - June 30th 2025 | \$20,452.00 | | | | | |
| CHG Eviction Prevention Rental Assistance | July 1st 2023 - June 30th 2025 | \$113,673.00 | | | | | |
| CHG Eviction Prevention Operations | July 1st 2023 - June 30th 2025 | \$44,000.00 | | | | | |
| EHF Admin | July 1st 2023 - June 30th 2024 | \$8,679.00 | | | | | |
| EHF Facility Support | July 1st 2023 - June 30th 2024 | \$32,376.00 | | | | | |
| EHF Operations | July 1st 2023 - June 30th 2024 | \$25,177.00 | | | | | |
| Total: | | \$244,357.00 | | | | | |

**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT
BETWEEN
PACIFIC COUNTY HEALTH AND HUMAN SERVICES
AND
DYLAN JUDE HARRELL COMMUNITY CENTER**

This Qualified Service Organization/Business Associate Agreement ("Agreement") is entered into as of 2/24/2023 ("Effective Date") by and between Dylan Jude Harrell Community Center ("DJHCC") and PCHHS ("PCHHS"), herein referred to as "DJHCC" and "PCHHS" individually and collectively as "PARTIES."

WHEREAS, PCHHS is a Covered Entity as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rule at 45 CFR § 160.103;

WHEREAS, PCHHS is a Local Government, as that term is defined in RCW 43.185C.030, that is subject to confidentiality of homeless census data;

WHEREAS, PCHHS operates a federally assisted Part 2 Program that must comply with the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2");

WHEREAS, PCHHS contracts or partners with the DJHCC to provide homeless assistance programs participating in an Agency Partner Agreement with the Washington State Homeless Management Information System (HMIS) which involves disclosure of protected health information ("PHI") and other protected/confidential information to DJHCC or for which PCHHS shall create, receive, maintain or transmit PHI and other protected/confidential information on behalf of DJHCC;

WHEREAS, in providing such services and functions and receiving, creating, maintaining or transmitting PHI and other protected/confidential information, DJHCC is a PCHHS Business Associate as that term is defined in the HIPAA Privacy Rule at 45 CFR § 160.103 and is a Qualified Service Organization as that term is defined in Part 2 at 42 CFR § 2.11;

WHEREAS, DJHCC intends to protect the privacy and provide for the security of PHI and other protected/confidential information disclosed to and/or by PCHHS pursuant to this Agreement and the Underlying Services Agreement (if applicable) in compliance with applicable federal laws and regulations, including HIPAA and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated by the U.S. Department of Health and Human Services and found at 45 CFR Part 160 and Part 164 (the "HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted under Title XIII of the American Recovery and Reinvestment Act, Public Law 111-005 and the regulations promulgated thereunder (collectively referred to as the "HIPAA Rules" for the purposes of this Agreement); the federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "Part 2"); and applicable state laws and regulations;

WHEREAS, pursuant to the HIPAA Rules and Part 2, DJHCC must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and other protected/confidential information; and

WHEREAS, the PARTIES wish to enter into this Agreement to comply with the requirements of the HIPAA Rules and Part 2.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by the HIPAA Rules and/or by Part 2 as in effect or as amended from time to time.
 - 1.1.1 "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.
 - 1.1.2 "Notice" shall mean the notice required by 45 CFR §§ 164.404, 164.406, and 164.408, as applicable.
 - 1.1.3 "Protected Health Information" or "PHI and other protected/confidential information" shall have the same meaning as "protected health information" at 45 CFR § 160.103 and shall include patient identifying information protected by Part 2.
 - 1.1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and Part 164, Subpart E.
 - 1.1.5 "Secretary" shall mean the Secretary of the Department of Health and Human Services or their designee.
 - 1.1.6 "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304, limited to incidents that involve or affect PCHHS information systems that contain PCHHS' electronic PHI and other protected/confidential information.
 - 1.1.7 "Unsecured Protected Health Information" (or "Unsecured PHI") shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

ARTICLE II PERMITTED USES AND DISCLOSURES

- 2.1 All PHI and other protected/confidential information that is created by or received from PCHHS and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by PCHHS or its operating units to PCHHS, or is created or received by PCHHS behalf, shall be subject to this Agreement.
- 2.2 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), PCHHS may use or disclose PHI and other protected/confidential information on behalf of, or to provide services to, PCHHS for the following specific purposes: statistical analysis, data management, report writing, and consultation services.
- 2.3 Except as otherwise limited in this Agreement and the Underlying Services Agreement (if applicable), PCHHS may also use PHI and other protected/confidential information as follows:
 - a. For the proper management and administration of PCHHS
 - b. To carry out the legal responsibilities of PCHHS
 - c. To provide data aggregation services relating to certain health care operations of PCHHS
- 3.3 PCHHS may not use or disclose PHI and other protected/confidential information if such use or disclosure would be a violation of the HIPAA Rules or the Agency Partner Agreement if done by PCHHS.

- 2.4 Vender shall request, use and disclose only the minimum amount of PHI and other protected/confidential information necessary to accomplish the purposes of the request, use or disclosure as permitted in this Agreement or the Underlying Services Agreement.
- 2.5 With regard to the privacy and security of the PHI and other protected/confidential information, the provisions of this Agreement shall prevail over any provisions in the Underlying Services Agreement (if applicable) or any other agreements between the PARTIES that may conflict or appear inconsistent with any provision in this Agreement. This Agreement supersedes any previous Business Associate Agreement or Qualified Service Organization Agreement signed by the PARTIES. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with HIPAA, Part 2, and the Agency Partner Agreement with the Washington State Homeless Management Information System (HMIS).
- 2.6 PCHHS agrees it will not use or further disclose PHI and other protected/confidential information other than as permitted or required by this Agreement or as required by law. PCHHS may not use or disclose PHI and other protected/confidential information if such use or disclosure would be a violation of other applicable law.
- 2.7 PCHHS acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any PHI and other protected/confidential information received from PCHHS identifying or otherwise relating to the patients of PCHHS, it is fully bound by the provisions of Part 2.

ARTICLE III

RESPONSIBILITIES OF QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE

- 3.1 Safeguards. DJHCC agrees to use appropriate safeguards and comply with 45 CFR Part 164, Subpart C and 42 CFR § 2.16 to prevent use or disclosure of PHI and other protected/confidential information other than as permitted by this Agreement and the Underlying Services Agreement (if applicable).
- 3.2 Reporting Improper Uses and Disclosures. DJHCC shall report to PCHHS by contacting Director by telephone at 360-589-9061 and in writing via mail to Director - Katie Lindstrom at 7013 Sandridge Rd Long Beach, WA 98631 any use or disclosure of PHI and other protected/confidential information not permitted by this Agreement of which it becomes aware, including potential Breaches of Unsecured PHI and other protected/confidential information as required at 45 CFR § 164.410, and any successful Security Incident of which it becomes aware. This reporting shall occur within 48 hours of discovery of the potential Breach or other inappropriate use or disclosure of PHI and other protected/confidential information. The PARTIES acknowledge and agree, however, that this Section constitutes notice by DJHCC to PCHHS of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no further notice to PCHHS shall be required. Such unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on PCHHS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PCHHS electronic PHI and other protected/confidential information.
- 3.3 Breach of Unsecured PHI and other protected/confidential information.
- 3.1.1 A potential Breach of Unsecured PHI and other protected/confidential information by DJHCC shall be determined to be discovered on the first date that DJHCC knows of the potential Breach or, by exercising reasonable diligence, would have known of the potential Breach.
- 3.1.2 Within a time period to be determined by PCHHS, but in no case later than five (5) days, DJHCC shall notify PCHHS's Director – Katie Lindstrom in writing via 7013 Sandridge Rd Long Beach, WA 98631 of any potential Breach, which shall include the following information, to the extent possible:

- a. A brief description of what happened, including the date of the potential Breach and the date of the discovery of the potential Breach;
 - b. A description of the type of Unsecured PHI and other protected/confidential information involved;
 - c. The name of each Individual whose Unsecured PHI and other protected/confidential information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed;
 - d. Any steps that Individuals should take to protect themselves from potential harm; and
 - e. A brief description of what DJHCC is doing to investigate the potential Breach, to mitigate harm to Individuals, and to protect against further potential Breaches.
- 3.1.3 DJHCC agrees that PCHHS will, in its sole discretion, determine whether a Breach has occurred following its completion of a risk assessment as described at 45 CFR § 164.402.
- 3.1.4 PCHHS reserves the right to oversee the Notice process for Breaches caused by DJHCC. PCHHS also reserves the right to require DJHCC to provide the required Notices to affected individuals (as required by 45 CFR § 164.404), to the media (as required under 45 CFR § 164.406) and/or to the Secretary (as required under 45 CFR § 164.408).
- a. In the event that DJHCC provides the required Notices, PCHHS reserves the right to be reimbursed by DJHCC for reasonable costs related to providing such Notices.
 - b. In the event that DJHCC is to provide the Notice required by 45 CFR § 164.404 but does not have all necessary information to fulfill the Notice obligations, DJHCC shall notify PCHHS of the needed information within ten (10) days of the Breach determination. The request shall be detailed and inform PCHHS of the specific information necessary for DJHCC to comply with the Notice provisions of 45 CFR § 164.404. DJHCC will provide the requested information to PCHHS within ten (10) days of receipt of PCHHS's request.
- 3.2 Mitigation. DJHCC agrees to mitigate, to the extent practicable, any harmful effect that is known to DJHCC of a use, disclosure or Breach of PHI and other protected/confidential information by DJHCC in violation of the requirements of this Agreement. To the extent DJHCC is responsible for a Breach or Security Incident, DJHCC shall be obligated for the costs associated with mitigating the Breach.
- 3.3 Agents and Subcontractors. In the event that DJHCC is permitted by law to provide PHI and other protected/confidential information to an agent or subcontractor, DJHCC agrees to ensure that any agent or subrecipient that creates, receives, maintains or transmits PHI and other protected/confidential information received from, or created or received by DJHCC on behalf of PCHHS, agrees, in writing, to the same restrictions, conditions and requirements that apply under this Agreement to PCHHS with respect to such PHI and other protected/confidential information.
- 3.4 Right of Access. DJHCC agrees to make PHI and other protected/confidential information available to PCHHS or to an individual as directed by PCHHS in accordance with the access of individuals to PHI and other protected/confidential information set forth in 45 CFR § 164.524 in a time and in a manner that are mutually agreeable to the PARTIES.
- 3.5 Right of Amendment. DJHCC agrees to make PHI and other protected/confidential information available for amendment and to incorporate any amendments to PHI and other protected/confidential information as directed or agreed to by PCHHS in accordance with the amendment of PHI and other protected/confidential information as set forth in 45 CFR § 164.526 in a time and manner that are mutually agreeable to the DJHCC.
- 3.6 Right to Accounting of Disclosures. DJHCC agrees to maintain the documentation required to provide an accounting of disclosures of PHI and other protected/confidential information as necessary to satisfy PCHHS's obligations under 45 CFR § 164.528. DJHCC shall make this information available to PCHHS

or to an individual if directed by PCHHS as necessary for PCHHS to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

- 3.7 Books and Records. DJHCC agrees to make its internal practices, books, and records, including policies and procedures, relating to the privacy and security of PHI and other protected/confidential information, and the use and disclosure of PHI and other protected/confidential information received from, or created or received by DJHCC on behalf of PCHHS available to PCHHS in a time and manner that are mutually agreeable to the PARTIES and to the Secretary for purposes of determining PCHHS's compliance with the HIPAA Rules and the Agency Partner Agreement with the Washington State Homeless Management Information System (HMIS).
- 3.8 Whistleblowers. DJHCC may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any person for, in relation to this Agreement, filing a complaint with the Secretary for perceived HIPAA violations; testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing involving a perceived HIPAA violation; or opposing any act or practice made unlawful by HIPAA, provided the person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a prohibited disclosure of PCHHS's PHI and other protected/confidential information.
- 3.9 Specific Responsibilities Related to PHI Protected by Part 2. PCHHS agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to PHI and other protected/confidential information related to substance use disorder diagnosis, treatment or referral for treatment except as permitted by Part 2.

ARTICLE IV TERM AND TERMINATION

- 4.1 Term. This Agreement shall become effective on the Effective Date and shall terminate when all of the PHI and other protected/confidential information provided by DJHCC to PCHHS, or created or received by DJHCC on behalf of PCHHS, is destroyed or returned to PCHHS, or, if it is infeasible to return or destroy PHI and other protected/confidential information, protections are extended to PHI and other protected/confidential information, in accordance with the termination provisions in Section 4.3 of this Agreement.
- 4.2 Termination by PCHHS. PCHHS shall be permitted to immediately terminate this Agreement, and any other agreement between the PARTIES that involves the use or disclosure of PHI and other protected/confidential information, in the event that the DJHCC has materially breached this Agreement. In addition, PCHHS may terminate this Agreement without cause upon thirty days written notice to DJHCC.
- 4.3 Effect of Termination.
 - 4.3.1 Except as provided in 4.3.2, upon termination of this Agreement for any reason, DJHCC shall, as directed by PCHHS, return or destroy all PHI and other protected/confidential information received from PCHHS, or created or received by DJHCC on behalf of PCHHS. DJHCC shall retain no copies of the PHI and other protected/confidential information. This provision shall apply to PHI and other protected/confidential information that is in the possession of subcontracts or agents of DJHCC. DJHCC shall provide PCHHS with written assurances that all PHI and other protected/confidential information associated with this Agreement, Agency Partner Agreement with the Washington State Homeless Management Information System (HMIS), and the Underlying Services Agreement (if applicable) has been returned or destroyed. The written assurances shall be signed by an executive responsible for the department who returned or

destroyed the PHI and other protected/confidential information and shall be given to PCHHS within thirty (30) business days of the termination of this Agreement.

- 4.3.2 In the event DJHCC determines that returning or destroying the PHI and other protected/confidential information is infeasible, DJHCC shall provide PCHHS with written notification of the conditions that make return or destruction infeasible. If PCHHS is in agreement that return or destruction is not feasible, then DJHCC shall extend the protections of this Agreement to the PHI and other protected/confidential information and shall limit further uses and disclosures of the PHI and other protected/confidential information to those purposes that make the return or destruction of the PHI and other protected/confidential information infeasible, for as long as PCHHS maintains such PHI and other protected/confidential information.

ARTICLE V MISCELLANEOUS

- 5.1 Indemnification. DJHCC shall indemnify and hold PCHHS harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement by DJHCC .
- 5.2 Regulatory Reference. A reference in this Agreement to a section of HIPAA or Part 2 means the section as in effect or as amended.
- 5.3 Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the applicable federal confidentiality laws (the HIPAA Rules and Part 2) the federal confidentiality laws shall control. In the event of an inconsistency between the applicable federal confidentiality laws and other applicable confidentiality laws, the more restrictive provisions will control.
- 5.4 Independent Entities. None of the provisions of this Agreement are intended to create, nor shall any be construed to create, any relationship between the PARTIES other than that of independent entities contracting with each other solely to effectuate the provisions of the Agreement.
- 5.5 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.
- 5.6 Amendments. The DJHCC agrees to take such action as is necessary to amend this Agreement from time to time as is necessary for PCHHS to comply with the requirements of the HIPAA Rules and Part 2.
- 5.7 No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third-party.
- 5.8 Survival of Terms. The obligations of PCHHS under Article II, III and Section 4.3.2 (if applicable) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and shall continue to bind the PARTIES , its agent's employees, contractors, successors, and assigns as set forth herein.
- 5.9 Interpretation. Any ambiguity in this Agreement shall be resolved to permit PCHHS to comply with HIPAA and Part 2.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the month, day and year written below.

(PCHHS) Agency 1

Katie Lindstrom

Printed Name of Executive Director

Katie Lindstrom

Signature of Executive Director

9/13/2023

Date

(DJHCC) Agency 2

Claire Bruncke

Printed Name of Executive Director

Claire Bruncke

Signature of Executive Director

08/31/2023

Date

Exhibit D

Complete one FAFTA for each federal funding source included in the contract

| Federal Award Identification for Subrecipients (reference 2 CFR 200.331) | | |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title of Federal Award and CFDA #: Emergency Housing Fund 21.027 | | |
| (i) | Subrecipient name (which must match the name associated with its unique entity identifier) | Dylan Jude Harrell Community Center |
| (ii) | Subrecipient's Unique Entity Identifier (UEI) | KFNXJWA1USB5 |
| (iii) | Federal Award Identification (FAIN) | SLFRF0002 |
| (iv) | Federal Award Date | 5/14/2021 |
| (v) | Subaward period of performance (start and end date) | 9/1/2023 - 6/30/2024 |
| (vi) | Amount of federal funds obligated by this action; | \$269,115 |
| (vii) | Total amount of federal funds obligated to the subrecipient | \$66,232 |
| (viii) | Total amount of the federal award (by fiscal year) | \$66,232 |
| (ix) | Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) | The Emergency Housing Fund grant will be used to maintain current levels of homeless subsidies and emergency housing |
| (x) | Name of Federal awarding agency, pass-through entity, and contact information for awarding official | U.S. Department of Treasury, Washington State Department of Commerce; Norma Dominguez Grant Coordinator 360-725-2758 norma.dominguez@commerce.wa.gov |
| (xi) | CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement | American Rescue Plan Act of 2021 - 21.027 |
| (xii) | Identification of whether the award is R&D | No |
| (xiii) | Indirect cost rate for the Federal Award (including if the de minimis rate is charged per 200.414 Indirect (F&A) costs) | 11.27% |

Exhibit E



Washington State
Department of
Commerce

Interagency Agreement with
Pacific County Health and Human Services

through
Housing Division
Homelessness Assistance Unit

For
Consolidated Homeless Grant (CHG)

Dated: July 1, 2023



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Face Sheet

Contract Number: 24-46108-22

**Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit (HAU)
Consolidated Homeless Grant (CHG)**

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. Contractor Pacific County Health and Human Services P.O. Box 26, South Bend, WA 98586 7013 Sandridge Rd. Long Beach, WA 98631 | | 2. Contractor Doing Business As (as applicable) | |
| 3. Contractor Representative Darian Johnson Program Manager (360) 642-9300 ext. 2646 djohnson@co.pacific.wa.us | | 4. COMMERCE Representative Megan Kendig Grant Manager (360) 401-5149 megan.kendig@commerce.wa.gov | |
| 5. Contract Amount \$1,655,401 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date July 1, 2023 | 8. End Date June 30, 2025 |
| 9. Federal Funds (as applicable) N/A | | Federal Agency: N/A | |
| 10. Tax ID # N/A | | 11. SWV # 0007195-15 | 12. UBI # 254000662 |
| 13. UEI # N/A | | | |
| 14. Contract Purpose This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: 2023-2025 CHG application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget, Attachment "C" - CHG Guidelines Addendum for the HEN FCS Bridge funding. | | | |
| FOR CONTRACTOR <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> DocuSigned by: <i>Katie Lindstrom</i> <small>31CE1CA6094E473</small> </div> Katie Lindstrom, Director <div style="text-align: center;">6/26/2023 4:33 PM PDT</div> <hr/> Date | | FOR COMMERCE <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> DocuSigned by: <i>Kennedy Asato on behalf of Corina Grigoras</i> <small>227C3598011D408...</small> </div> Corina Grigoras, Assistant Director Housing Division <div style="text-align: center;">6/26/2023 4:35 PM PDT</div> <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

7. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the CHG Guidelines. These Guidelines are incorporated by reference.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – CHG Guidelines Addendum for the HEN FCS Bridge funding
- CHG Guidelines, incorporated by reference on the Face Sheet



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

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

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

- A. Contractor shall commit to operating a high-performing crisis response system in their county by:
 - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - b. Employing a progressive engagement service model.
 - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
 - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
- B. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement due on the 20th of the month following the provision of services.
- C. Contractor shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan and Annual Report.
 - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. HEN Essential Needs Report.
 - d. Grantees shall commit to reporting quality timely HMIS data.
- D. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
- E. Performance Requirements:
 - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
 - b. Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.
- F. Local Document Recording Fees (DRF) Support
Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
- G. Inflation Increase
Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. Commerce expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity.



Attachment B: Budget

| Budget | Total |
|---------------------------------------------------------------|-----------------------|
| CHG Standard | |
| Admin | \$30,678.00 |
| Rent | \$113,673.00 |
| Operations | \$44,000.00 |
| PSH CHF | |
| PSH CHF Rent/Fac Support | \$4,178.00 |
| PSH CHF Operations | \$30,000.00 |
| HEN (SFY 2024) | |
| HEN Admin 2024 | \$29,349.00 |
| HEN Rent/Fac Support 2024 | \$213,718.00 |
| HEN Operations 2024 | \$176,206.00 |
| HEN (SFY 2025) | |
| HEN Admin 2025 | \$29,349.00 |
| HEN Rent/Fac Support 2025 | \$213,718.00 |
| HEN Operations 2025 | \$176,206.00 |
| Eviction Prevention (SFY 23, 24, and 25) | |
| Eviction Prevention Admin | \$30,744.00 |
| Eviction Prevention Rent | \$149,932.00 |
| Eviction Prevention Operations | \$126,764.00 |
| HEN FCS Bridge (SFY 2024) | |
| HEN FCS Bridge Admin 2024 | \$1,691.00 |
| HEN FCS Bridge Rent 2024 | \$12,486.00 |
| HEN FCS Bridge Operations 2024 | \$9,645.00 |
| HEN FCS Bridge (SFY 2025) | |
| HEN FCS Bridge Admin 2025 | \$1,691.00 |
| HEN FCS Bridge Rent 2025 | \$12,486.00 |
| HEN FCS Bridge Operations 2025 | \$9,645.00 |
| Inflation Increase (SFY 2024 and SFY 2025) | |
| Inflation Increase 2024 | \$97,844.00 |
| Inflationary Costs 2025 | \$97,844.00 |
| Local Document Recording Fees Support (SFY 2024 and SFY 2025) | |
| Local DRF Support 2024 | \$21,777.00 |
| Local DRF Support 2025 | \$21,777.00 |
| TOTAL | \$1,655,401.00 |



Attachment C:

CHG Guidelines Addendum for the HEN FCS Bridge funding

It's estimated that over one third of Foundational Community Supports (FCS) enrollees are eligible for Housing and Essential Needs (HEN). This new funding creates a bridge period of rent assistance for households enrolled in FCS, prioritizing households enrolled in Supportive Employment, who no longer have a HEN Referral from Department of Social and Health Services (DSHS) due to increased income or other changes in eligibility.

The applicable Consolidated Homeless Grant or System Demonstration Grant guidelines apply to this funding, with the following additions:

Eligible Households

- HEN households who no longer have a HEN Referral from DSHS. This includes:
 - Households who:
 - Are currently receiving HEN rent assistance.
 - Homeless and at-risk households who:
 - Received a HEN Referral within the last six months, but were not able to identify permanent housing.
 - OR
 - Received rent assistance in the past, but exited the program within the last six months.

AND

- Households enrolled in FCS. FCS households enrolled in the Supportive Employment should be prioritized.

AND

- Household income is at or below 80% Area Median Income.

Allowable Expenses

- Allowable expenses include Admin (7%), Rent, and Operations.
- Rent assistance, including arrears, is not to exceed nine (9) months in total.

Housing Stability Plan

- The housing provider must work with the household on a housing stability plan to secure affordable permanent housing with the knowledge that this funding expires June 30, 2025.

HMIS

- HMIS projects must be set up specifically for this funding and data entered accurately.

Certificate Of Completion

Envelope Id: A6E701D99E514EAE938AE7225D2B5DB9
Subject: Complete with DocuSign: 24-46108-22_23-25 CHG_Pacific.pdf
Division:
Community Services and Housing
Program: CHG
ContractNumber: 24-46108-22
DocumentType: Contract
Source Envelope:
Document Pages: 14
Certificate Pages: 5
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Megan Kendig
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
megan.kendig@commerce.wa.gov
IP Address: 198.239.106.152

Record Tracking

Status: Original
6/23/2023 4:00:04 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Megan Kendig
megan.kendig@commerce.wa.gov
Pool: StateLocal
Pool: Washington State Department of Commerce

Location: DocuSign
Location: DocuSign

Signer Events

Kathy Kinard
Kathy.Kinard@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

Signature

DS
KK

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Using IP Address: 198.239.106.188

Timestamp

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Katie Lindstrom
kolen@co.pacific.wa.us
Director
Security Level: Email, Account Authentication
(None)

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Katie Lindstrom
31CF1CA8094F473...

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Using IP Address: 96.66.228.65

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Signed: 6/26/2023 4:33:59 PM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2023 4:33:55 PM
ID: 0da9f36c-c517-49d1-b2b0-385df1ff0288

Kennly Asato on behalf of Corina Grigoras
kennly.asato@commerce.wa.gov
Deputy Assistant Director
Security Level: Email, Account Authentication
(None)

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Kennly Asato on behalf of Corina Grigoras
227C3595011D4D8...

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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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|---------------------------|--------|-----------|

Jessica Simon

jessica.simon@commerce.wa.gov

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Darian Johnson

djohnson@co.pacific.wa.us

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| Carbon Copy Events | Status | Timestamp |
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Darian Johnson

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Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
Accepted: 6/26/2023 4:32:56 PM
ID: ae9742be-c7d0-42d0-bd05-d238979f9f3b

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
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| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 6/23/2023 4:02:00 PM |
| Envelope Updated | Security Checked | 6/26/2023 9:56:46 AM |
| Envelope Updated | Security Checked | 6/26/2023 9:56:46 AM |
| Certified Delivered | Security Checked | 6/26/2023 4:35:12 PM |
| Signing Complete | Security Checked | 6/26/2023 4:35:58 PM |
| Completed | Security Checked | 6/26/2023 4:36:00 PM |

| Payment Events | Status | Timestamps |
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Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Exhibit F



Washington State
Department of
Commerce

Federal Interagency Agreement with

• **Pacific County Health and Human Services**

through

The Homelessness Assistance Unit

Contract Number:

24-4619D-117

For

Emergency Housing Fund

Dated: Saturday, July 1, 2023



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Face Sheet

Contract Number: 24-4619D-117

**Housing Division
Homelessness Assistance Unit
Emergency Housing Fund**

☒ Subrecipient
☐ Contractor

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 1. Grantee Pacific County Health and Human Services 7013 Sandridge Rd. Long Beach, WA 98631 | | 2. Grantee Doing Business As (as applicable) | |
| 3. Grantee Representative Darian Johnson Program Manager 503.298.9246 djohnson@co.pacific.wa.us | | 4. COMMERCE Representative Norma Dominguez Grant Coordinator 360-725-2758 norma.dominguez@commerce.wa.gov 1011 Plum Street SE Olympia, WA 98504-2525 | |
| 5. Contract Amount \$269,115 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date 7/1/2023 | 8. End Date 6/30/2024 |
| 9. Federal Funds (as applicable) \$269,115 | Federal Agency: U.S. Department of Treasury | | |
| | ALN 21.027 | | Indirect Rate 11.27% |
| 10. Tax ID # 91-6001356 | 11. SWV # SWV0007195-00 | 12. UBI # 254000662 | 13. UEI # SGBTK2G54NX7 |
| 14. Contract Purpose The Emergency Housing Fund grant will be used to maintain current levels of homeless subsidies and emergency housing services. | | | |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget. | | | |
| FOR CONTRACTOR Katie Lindstrom Director Katie Lindstrom, Director DocuSigned by: Signature 31CF1CA6094F473... 7/11/2023 8:43 AM PDT Date | | FOR COMMERCE <div style="text-align: right;"> </div> Corina Grigoras, Assistant Director, Housing Division Date 6/27/2023 3:08 APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 05/14/2021
Federal Award Identification Number (FAIN): SLFRF0002
Total amount of the federal award: \$55,500,000
Awarding official: U.S. Department of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of 10% of modified total



direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

8. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.



If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse.

9. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. **DEBARMENT**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.



11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential Initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its Web site at www.trafficsafety.org.

13. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUNE 2020)

(a) *Definitions.* As used in this clause- "Driving"-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.



(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

- (i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

14. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



2. **ALL WRITINGS CONTAINED HEREIN**

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

3. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. **ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

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

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,



and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.



The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

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

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.



COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Allowable Activities and Expenses

Grantee will utilize the Emergency Housing Fund grant to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the Consolidated Homeless Grant (CHG)/System Demonstration Grant (SDG) guidelines. Allowable activities are restricted to "emergency housing" activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

Household eligibility requirements also follow the CHG/SDG guidelines.

Invoicing

Grantees must provide adequate back up documentation to support costs on each reimbursement request, to include:

1. General ledger from financial accounting system with transaction and expenditure dates on allowable activities within period of performance, and Dept. of Commerce voucher detail form.
2. If lead grantee has sub recipients, also submit their general ledgers with transaction and expenditure dates on allowable activities within period of performance.
3. For rental assistance and flexible fund payments, backup documentation should include a client name to tie the transaction to the payee or recipient.

In addition, at the time of contracting, grantee must submit a copy of letter of approved indirect rate or cost allocation plan for all federally funded programs, if billing for the recovery of indirect costs.



Attachment B: Budget

July 1, 2023 – June 30, 2024

| Budget Category | |
|------------------|--------------|
| Admin | \$38,904.00 |
| Operations | \$100,708.00 |
| Facility Support | \$129,503.00 |
| Rent | \$0.00 |
| Total | \$269,115.00 |

Certificate Of Completion

Envelope Id: EEA313CDEB14448CAED1B9A78F3C4170
 Subject: Complete with DocuSign: Pacific County EHF contract.docx.pdf
 Division:
 Community Services and Housing
 Program: EHF
 ContractNumber: 24-4619D-117
 DocumentType: Contract
 Source Envelope: 3735DA846A7242EB83D54312AF82143B
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Norma Dominguez
 1011 Plum Street SE
 MS 42525
 Olympia, WA 98504-2525
 norma.dominguez@commerce.wa.gov
 IP Address: 198.239.106.208

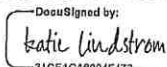
Record Tracking

| | | |
|--------------------------------------|-----------------------------------------------|--------------------|
| Status: Original | Holder: Norma Dominguez | Location: DocuSign |
| 6/28/2023 4:21:31 PM | norma.dominguez@commerce.wa.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Washington State Department of Commerce | Location: DocuSign |

Signer Events

Katie Lindstrom
 kolen@co.pacific.wa.us
 Director
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 31CF1CA0094F473...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.66.228.65

Timestamp

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 Signed: 7/11/2023 8:43:16 AM

Electronic Record and Signature Disclosure:

Accepted: 7/11/2023 8:43:09 AM
 ID: e6f4b71e-fe24-47e1-8e50-8d5d3469a998

Kennly Asato

Sent: 7/11/2023 8:43:18 AM

kennly.asato@commerce.wa.gov

Per our meeting, Jessica is approved to offer up to
 Step J if negotiated by candidate.

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Darlan Johnson

djohnson@co.pacific.wa.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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ID: ae9742be-c7d0-42d0-bd05-d238979f9f3b

Status**COPIED****Timestamp**

Sent: 7/5/2023 6:01:44 PM

Viewed: 7/6/2023 10:13:23 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/28/2023 5:01:34 PM

Envelope Updated

Security Checked

7/5/2023 6:01:44 PM

Envelope Updated

Security Checked

7/5/2023 6:01:44 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

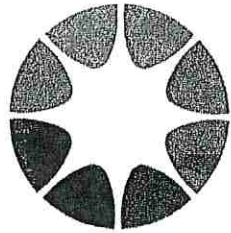
Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Exhibit G



Washington State
Department of
Commerce

Guidelines

FOR THE

Consolidated Homeless Grant

July 1, 2023

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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"> ✓ Emergency Shelter <ul style="list-style-type: none"> • Drop-In • Continuous Stay ✓ Transitional Housing ✓ Homelessness Prevention ✓ Rapid Re-Housing ✓ Permanent Supportive Housing ✓ Street Outreach | <ul style="list-style-type: none"> ✓ Homeless ✓ Homeless and a household member with a permanent disability ✓ At Risk of Homelessness | At or Below 80% AMI | Homelessness Assistance Homelessness Prevention |
| Permanent Supportive Housing for Chronically Homeless Families (PSH CHF) | <ul style="list-style-type: none"> ✓ Permanent Supportive Housing ✓ Street Outreach | <ul style="list-style-type: none"> ✓ Chronically homeless head of household with a permanent disability | At or Below 80% AMI | Homelessness Assistance |
| Eviction Prevention | <ul style="list-style-type: none"> ✓ Homelessness Prevention | <ul style="list-style-type: none"> ✓ At Risk of Homelessness | At or Below 80% AMI | Homelessness Prevention |
| Housing and Essential Needs (HEN) | <ul style="list-style-type: none"> ✓ Transitional Housing (TH)** ✓ Homelessness Prevention (HP) ✓ Rapid Re-Housing (RRH) ✓ Permanent Supportive Housing (PSH)** ✓ Street Outreach | <ul style="list-style-type: none"> ✓ Homeless ✓ At Risk of Homelessness | HEN Referral | Housing and Essential Needs |

*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 6.2.3 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-term¹ 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.

¹ 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-term² 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.

² 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 Homeless System Performance Requirements

Grantees must improve housing outcomes by making progress towards the statewide performance target. For each intervention type funded by CHG, grantees must adopt the required housing outcome performance measure outlined in Table A, in Appendix D: Homeless System Performance See Appendix D for more information.

2.1.2 Low Barrier Housing Project

Each county must have at least one low barrier project³ serving homeless adults and at least one low barrier project serving homeless households with children. By July 1, 2025, no less than 80% of a county's CHG funded projects (programs and facilities) must be low barrier.

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.

2.1.2.1 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 been impacted or affected by a crime
- ✓ 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

2.1.2.2 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.

³ 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.).

Projects that require households to pay a share of rent allow reasonable flexibility in payment. Emergency shelters must not require households to pay a share of rent or program fees.

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
- ✓ Households residing in emergency shelter must not be exited to homelessness due to reaching a maximum stay limit.

If a household is terminated from a low barrier project due to violating rules focused on maintaining a safe environment, there must be a process in place for the household to be considered for re-enrollment if the household demonstrates unsafe behavior is unlikely to re-occur (i.e. engaged in new treatment plan, mental health services, medical care, etc.).

2.1.3 Coordinated Entry System

Each county must maintain a Coordinated Entry (CE) process. CE is a coordinated system of intake, assessment, and referral that gets households in a housing crisis connected to available resources in the community. The goal of CE is to help communities prioritize assistance to ensure people who need the assistance the most can receive it in a timely manner. 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.

2.1.4 Reporting Requirements

Lead grantees are responsible for submitting the following:

2.1.4.1 Local Homeless Housing Plan

Lead grantees must submit an updated county Local Homeless Housing Plan to Commerce at least every five years and an annual report each year. Local Plan Guidance is located on the Commerce State Strategic Plan, Annual Report and Audits [website](#).

2.1.4.2 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.

2.1.4.3 Point in Time Count

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

2.1.4.4 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.

2.1.5 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
- ✓ 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 mental health first aid, 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.

2.1.6 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.

2.2.3.2 Subgrantee Performance Requirements

Housing outcome performance requirements must be included in CHG subgrantee agreements for applicable intervention types. Grantees may customize subgrantee performance requirements by establishing agency specific benchmarks which take into account past performance, facility type, target population and other variables. See Appendix D: Homeless System Performance for more information.

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 organizations⁴). 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.

2.2.5 By and For Engagement

Commerce expects grantees to be anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that don't seek assistance from mainstream organizations. At minimum, this includes acknowledging By and For agency subject matter expertise in serving their communities, including

⁴By 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.

them in homeless response planning and decision making and ensuring resources are equitably distributed to communities most impacted. While the new eviction rent assistance funds legislatively require lead grantees to set aside, at least 10% of the funding for By and For service delivery, this direction should also influence the overall county homeless crisis response systems.

Recommendations:

- ✓ Ensuring local boards and councils are diverse and representative of the population in need of services.
- ✓ Engaging By and For organizations at the beginning of planning processes and not solely for feedback on final drafts.
- ✓ Identifying and addressing barriers to delivering services in partnership with By and For organizations.

2.3 Fiscal Administration

2.3.1 Budget Caps

- ✓ 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 of the total grant for the lead grantee and up to 15 percent of each subgrantee grant total 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.

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 | Rent |
| | Facility Support | Facility Support |
| | Operations | Operations, including Flexible Funding |
| PSH CHF | PSH CHF Rent/Fac Support | Rent and Facility Support |
| | PSH CHF Operations | Operations, including Flexible Funding |
| HEN | HEN Admin | Administration |
| | HEN Rent/Fac Support | Rent and Facility Support |
| | HEN Operations | Operations, including Flexible Funding |
| Eviction Prevention | Eviction Prevention Admin | Administration |
| | Eviction Prevention Rent | Rent |
| | 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 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the lead grantee contracted Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

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

2.3.3.1 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 Homeless⁵

1. A homeless individual with a disability⁶ 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.

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

⁶ 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 (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, 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.

Households receiving Temporary Assistance for Needy Families (TANF) must not have their TANF benefit count towards income.

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 on the schedule of payments, use the following calculations to 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 (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, 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 | | |
| OR | AND | |
| At Risk of Homelessness | | HEN Referral ⁷ |

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.

⁷ 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 Referral⁸

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.

⁸ 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

- ✓ 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.
- ✓ Utility payments for households also receiving rental assistance.
- ✓ Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. Utility arrears are not time-limited.
- ✓ 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.

6.1.1 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.⁹ Rental arrears or utility arrears assistance may be used for subsidized housing.

6.1.2 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

- ✓ 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
- ✓ 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, pet food and crates, 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

6.2.1 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.

6.2.2 Ineligible Expenses

- ☒ Replacement or operating reserves
- ☒ Debt service
- ☒ Construction or rehabilitation of shelter facilities
- ☒ Facility support in combination with rent and rent/utility assistance
- ☒ Mortgage payment for the facility

6.2.3 HEN Facility Support

Lease payments and other facility costs are allowable with HEN funding for transitional housing

⁹ In this context tax credit units are not considered subsidized 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.

6.2.4 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, payments of expenses, or purchase of merchant gift cards or vouchers not included in other allowable expense categories, which helps a household increase housing stability or meet essential household needs.

Essential household needs includes 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.

Households accessing emergency shelter with pets that require essential veterinary services to enter, such as visits for core vaccinations (i.e. rabies, distemper, parvovirus), flea treatment, and sterilization (spay or neuter), can be paid for on behalf of the household.

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.

6.4 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 of the total grant for for the lead grantee and up to 15 percent of each subgrantee grant total.

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).

Commerce may not support adding additional eligibility requirements to projects funded with CHG unless CHG funds are used in conjunction/braided with other funds for a program that has that requirement. If you are considering adding new additional requirements you must first check with Commerce for review and approval.

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.

7.1.5 Choice of Housing and Portability

Households have the right to housing choice and can reject housing and service options without retribution or limiting their access to other forms of assistance.

Grantees cannot terminate assistance if a household chooses to relocate to a jurisdiction outside the grantee's service area. Grantees should work with the household to maintain meaningful case management (e.g. phone, home visits, video calls) and continue rental assistance until the household is no longer eligible or declines participation.

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 Housing¹⁰ type programs funded with local document recording fees must enter client data in HMIS.

For assistance with a HMIS related question or issue, submit a ticket through Commerce's HMIS Helpdesk Form. Please visit the Commerce HMIS website for forms, information on training, past newsletters and additional HMIS related resources.

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.

¹⁰ PH – Permanent Supportive Housing, PH – Housing Only, PH – Housing with Services, PH – Rapid Re-Housing

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

7.2.1.4 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)¹¹ 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

¹¹ PII includes name, social security number, birthdate, address, phone number, email, and photo.

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 community, those data should not be entered for anonymous records.

7.2.3 HMIS Data Suppression Policy

7.2.3.1 Data Suppression

Data suppression refers to various methods or restrictions that are applied to datasets, reports or visualizations in order to protect the identities, privacy and personal information of individuals.

In Washington State, [RCW 43.185C.180](#) and [RCW 43.185C.040](#) specify that all personal information in the HMIS is confidential and that the identity and right of privacy of these individuals must be protected.

Personal Identifiable Information (PII) is a separate topic and must never be disclosed to any entity that does not have HMIS access or is not part of your data sharing agreement.

7.2.3.2 When Data Suppression Is Required

It is the policy of the HMIS program to suppress data when the data contains demographic detail, the numbers are small enough to potentially identify a person, and:

- ✓ Will be in a public space or presentation, or
- ✓ Will be shared with an entity that is not covered in the [HMIS Consent Form](#).

In these cases, any non-zero counts that are under 11 will be suppressed.

Additional suppression will be needed when the suppressed value can be derived from other reported values. For example, when you can calculate the suppressed value by subtracting other values from the grand total.

The exceptions to data suppression are zero values or values that fall under an "unknown" category type. Both of these circumstances do not contribute any valuable information that could identify a person or reveal confidential data and thus, is not subject to suppression.

Learn more about how to apply data suppression and which data sharing entities are required to meet this policy in the [HMIS Data Suppression Policy document](#).

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

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

Local nondiscrimination laws may include additional protected classes.

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.

All emergency shelter facilities must meet the Americans with Disabilities Act standards.

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.

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 essential pathway to collaborate and negotiate for mutual

gain to prevent evictions and maintain positive landlord relationships.

There are many ways to partner with a DRC. The following list is not comprehensive and grantees should work towards a partnership that makes sense for their community.

- ✓ Embed a release of information in your intake process to be able to communicate with DRC staff.
- ✓ Train DRC staff on Eviction Prevention program eligibility.
- ✓ Receive Eviction Prevention referrals from the DRC.
- ✓ Engage with DRC staff to help resolve communication challenges between landlords and households.
- ✓ Invite DRC staff to participate in rent assistance provider meetings.
- ✓ Partner households with DRC staff to help establish repayment plans when appropriate.

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.

Households receiving TANF cannot be required to pay any of their TANF benefit towards their rent.

Washington State's Landlord Mitigation Law

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

For more information, please visit the Commerce Landlord Mitigation Program [website](#).

10 Appendices

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 **Error! Reference source not found.**)
- ✓ 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 2.1.3)
- ✓ 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 | | | | | | |
| HMIS 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) | | ✓ | ✓ | ✓ | ✓ | ✓ |
| CHG Income Eligibility Worksheet (or equivalent, where applicable) | | If staying longer than 90 days If staying longer than 90 days | ✓ | ✓ | ✓ | ✓ |
| Targeted Prevention Eligibility Screening Form | | | ✓ | CHG Standard only | ✓ | CHG Standard and Eviction Prevention only |
| Rent Reasonableness Form, if applicable | | | | | | ✓ |
| Landlord Habitability Certification OR HHS or HQS | | | ✓ | ✓ | ✓ | ✓ |
| Lead-based Paint Assessment, if applicable | | | ✓ | ✓ | ✓ | ✓ as 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: Homeless System Performance Requirements

10.4.3 Housing Outcome Performance Requirements

For each intervention type funded by CHG, grantees must adopt the required housing outcome performance measure outlined in Table A below.

Grantees must improve housing outcomes by making progress towards the statewide performance target. The performance target is the level of desirable performance and is an indicator of a high performing system.

Additionally, the housing outcomes of the exited households should be similar, regardless of race or ethnicity.

Grantees making progress towards or meeting performance targets, meet the requirement to improve in housing outcomes. If racial or ethnic disparities in housing outcomes are identified in the data, Commerce will determine if the requirement has been met on a case by case basis.

Grantees that do not make progress towards performance targets will enter into a performance improvement plan with Commerce which will include investigation into the potential causes and technical assistance to address the identified barriers to progress.

NOTE ON HOMELESSNESS PREVENTION: The performance measure for Homelessness Prevention is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target. This measure will NOT be included in performance monitoring.

10.4.4 Data Sources

The Homeless Management Information System (HMIS) is the data source for calculating the baseline and performance results.

Compliance is measured at the system intervention level. This means data from all applicable projects are included, without regard to fund sources.

For example, to monitor compliance with 'Increase Percent Exits to Permanent Housing from Rapid Re-Housing', all Rapid Re-Housing projects in a given community will be included in the calculation.

Data for the previous state fiscal year will serve as the baseline. Performance results can be found on the CHG Performance Tracker which is updated quarterly:

<https://public.tableau.com/app/profile/comhau/viz/CHGPerformanceTracker/CHGPerformanceTracker>

Please see page 7 of the CHG Performance Tracker [reporting specifications](#) to learn about which destinations are categorized as positive outcome destinations and permanent housing destinations.

10.4.5 Equitable Access

Chapter 214, Laws of 2021 (ESHB 1277), passed by the Washington State Legislature in April 2021 requires that Commerce develop performance measures that ensure that the race and ethnicity of

households served are proportional to the numbers of people in need of services in each county.

The race and ethnicity of households entering the homeless system as measured using HMIS data will be compared to the race and ethnicity of the homeless and unstably housed population as reported in the Snapshot of Homelessness Report (tables 6 and 8).

The performance measure for Equitable Access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target. Commerce will facilitate activities to improve data literacy, identify barriers to equitable access and identify strategies to improve equitable access. This measure will NOT be included in compliance monitoring.

10.4.6 Subgrantee Agreements

Housing outcome performance requirements must be included in CHG subgrantee agreements for applicable intervention types. Grantees may customize subgrantee performance requirements by establishing agency specific benchmarks which take into account past performance, facility type, target population and other variables.

Housing outcome performance requirements must be included in CHG subgrantee agreements for applicable intervention types. Grantees may customize subgrantee performance requirements by establishing agency specific benchmarks which take into account past performance, facility type, target population and other variables.

Table A: Required Housing Outcome Performance Measures

| Intervention Type | Performance Measure | HMIS Calculation | Performance Target |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Drop In Emergency Shelter ¹² | Increase Exits to Positive Outcomes | Of people in ES who exited, those who exited to Positive Outcome destinations | Target: 50% |
| Emergency Shelter (ES) ¹³ | Increase Exits to Permanent Housing | Of people in ES who exited, those who exited to permanent housing destinations | Target: 50% |
| Transitional Housing (TH) | Increase Exits to Permanent Housing | Of people in TH who exited, those who exited to permanent housing destinations | Target: 80% |
| Rapid Re-Housing (RRH) | Increase Exits to Permanent Housing | Of people in RRH who exited, those who exited to permanent housing destinations | Target: 80% |
| Permanent Supportive Housing (PSH) or any Permanent Housing type (excluding RRH) | Increase Exits to or Retention of Permanent Housing | Of people in PSH, those who remained in PSH or exited to permanent housing destinations | Target: 95% |
| TESTING: Homelessness Prevention (HP) | TESTING: Housing Retention after 1 month Housing Retention after 6 months | TESTING: Of the people in HP who exited to a permanent housing destination, those who did not enter the homeless system after exit | Not established |

¹² Drop In Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

¹³ Excludes Drop in Emergency Shelters

10.5 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 ¹⁴ | 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 |

¹⁴ 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"> • Cleaning gutters and downspouts • Lawn and yard care (mowing, raking, weeding, trimming/pruning trees and shrubs) • Cleaning a portion of interior or exterior of building, including graffiti removal • Washing windows • Litter pick up and trash collection • Removing snow/ice • Unclogging sinks and toilets | <ul style="list-style-type: none"> • Fixing gutters • Mending cracked plaster • Patching roof • Caulking, weather stripping, re-glazing. • Replacing a broken window or screen • Reapplication of protective coatings • Fixing plumbing leaks • Repainting previously painted surface (including limited scraping)* • Waterproofing (sealant) • Servicing and maintenance of mechanical systems • Replacing a carpet square or patching carpet • Fixing alarm systems • Installing temporary fencing | <p>Replacing:</p> <ul style="list-style-type: none"> • Kitchen appliances where removal would not cause any damage (for example dishwashers, stoves, refrigerators) • Light bulbs • Washing and drying machines • Air filters • Furniture |
| * 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) 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 5th 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

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:

| Data Stored On: | Will be Destroyed By: |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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), 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 logon 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 logon 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:

| Data stored on: | Will be destroyed by: |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 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.