

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between Pacific County, hereinafter referred to as "County," and **Coastal Community Action**, hereinafter referred to as "Contractor", a nonprofit corporation with federal 501(c) (3) nonprofit status, hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

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

The purpose of this contract is to provide housing services in Pacific County through the Housing and Essential Needs Program (HEN), Consolidated Homeless Grant (CHG), and to provide volunteer management and intake support for the Overnight Winter Lodging (OWL).

HEN is intended to providing rental assistance, utility assistance, and essential needs for Medical Care Service recipients as determined by the Dept. of Social and Health Services.

CHG: is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This Contract 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 Contract is a result of the Dept. of Commerce

OWL: is a partnership with Peninsula Poverty Response to provide temporary overnight shelter for individuals experiencing homeless in Pacific County during the winter months of November-February.

All services provided under this contract must be in full compliance with **Exhibit A- Department of Commerce Guidelines**.

1. CONTRACT REPRESENTATIVES

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

A. For the Contractor:	B. For the County:
{name of representative}	Katie Lindstrom
Executive Director	Deputy Director, Pacific County Public Health & Human Services
{address of contractor}	1216 West Robert Bush Drive South Bend, WA 98586

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

2. ACCESS TO DATA

In compliance with RXW 39.26.180, the Contractor shall provide access to data generated under this agreement to the County, Department of Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional costs. This includes access to all information that supports the findings, conclusions, and recommendations for the Contractor's reports, including computer models and the methodology for those models.

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

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

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

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

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

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

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

4. 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.

5. 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.

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

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

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

8. **ASSIGNMENT**

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

9. **AUDIT**

a. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with 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 with the audit report. The Contractor 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:

Contractors 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 includes:

- i. Contractor name
- ii. State program name
- iii. BARS account number
- iv. County
- v. County Contract number
- vi. Contract award amount including amendments (total Contract award)
- vii. Current year expenditures

c. If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

d. The Contractor shall include the above audit requirements in any subcontracts.

e. In all cases, the Contractor's financial records must be available for review by County.

10. **BILLING PROCEDURES AND PAYMENT**

The County will pay Contractor upon acceptance of services provided and receipt of properly completed County invoices, which shall be submitted to the Representative for the County not more often than monthly, or as outlined in the **Exhibit C- Statement of Work**.

The County 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 Contract shall be made by the County.

a. Duplication of Billed Costs

The Contractor shall not bill the County for services performed under the Contract, and the County 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.

b. **Disallowed Costs**

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

11. BOARD OF DIRECTORS

The Contractor shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

12. COMPENSATION

[HEN] The County shall pay an amount not to exceed the amount shown in **Exhibit B- Budget** attachment for the performance of all things for or incidental to the performance of the obligations of the Contract.

[CHG] County shall pay an amount not to exceed the amount shown on the Contract face sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the **Exhibit C- Statement of Work**. Contractor's compensation for services rendered shall be in accordance with **Exhibit B- Budget**.

CHG funding is granted and reimbursed as follows:

- a. Base Funding – Approved Base Funding expenditures include costs incurred in the performance of this Contract. All costs must be itemized into the following categories: Administration; Data Collection, Evaluation and Planning; Facility Support for households with minor children; Facility Support; Rent Assistance for households with minor children with Very Low Income (below 50% of Median Income); Rent Assistance for households with Extremely Low Income (below 30% of Median Income); and Program Operations.

No more than 10% of the total budget shall be expended for administrative costs.

13. COMPLIANCE WITH LAWS: The Contractor, 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 licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

14. CONFLICT OF INTEREST

The County may, by written notice to the Contractor:

- a. Terminate the right of the Contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute 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 an Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

- b. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the

Contractor. The rights and remedies of the County provided for in this section are in addition to any other rights and remedies provided by law

15. CONTRACTOR SERVICES

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

16. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by the County that is designated as "confidential" by the County;
 - ii. All material produced by the Contractor that is designated as "confidential" by the County; and
 - iii. All personal information in the possession of the Contractor 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 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 the County 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, including and accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- c. Unauthorized Use or Disclosure: The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

17. COMPENSATION

Payment to the Contractor for services rendered under this Contract shall be as set forth in Exhibit B. Where **Exhibit B** requires payments by Pacific County, payment shall be made on a reimbursement basis, supported unless otherwise provided in **Exhibit B**, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Activity reports, as set forth in Exhibit C, shall be filed along with the billing for payment. The Contractor shall submit billing by the 10th of the month.

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated in **Exhibit B-Budget**. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

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

18. CONFORMANCE

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

19. COPYRIGHT/ PATENT INFRINGEMENT

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

20. CRIMINAL BACKGROUND HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to children or vulnerable adults, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to children or vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.

21. DEBARMENT CERTIFICATION

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

22. DEFINITIONS

The terms listed below, as used in this Contract, shall have the following meanings:

- a. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- b. "Shall," indicates that which is mandatory.
- c. "Subcontract" shall mean a separate contract between the Contractor and subcontractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- d. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

23. DISPUTES

- a. General
Differences between the Contractor and the County, arising under and by virtue of the Contract documents 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. Except for such objections as are made of record in the manner

hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 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 Contractor 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. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor 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, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

24. DOCUMENTS ON FILE

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

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. Bylaws;
- h. IRS Nonprofit Status Certification;
- i. Latest Contractor Audit;
- j. Insurance policies required by Contractor;
- k. Indirect cost agreement, when applicable; and

The Contractor shall include these requirements in all approved cost reimbursement subcontracts.

25. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract or other source.

26. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the current Department of Commerce Program Guidelines and Administrative Requirements. These guidelines are attached as **Exhibit A** and are incorporated by reference.

27. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW), and any other applicable state or federal law related to ethics or conflicts of interest.

28. EVALUATION AND MONITORING

The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County that are pertinent to the intent of this Contract. The County representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

29. FINANCIAL MANAGEMENT SYSTEMS

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

30. 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.

31. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County, the State of Washington or Dept. of Commerce. The Contractor will not hold itself out as or claim to be an officer or employee of the County, State of Washington, or Dept. of Commerce by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in Exhibit B and the Contractor 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.

32. INDEMNIFICATION/HOLD HARMLESS

- a. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR 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) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR 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 CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance

Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

- b. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- c. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

33. INDUSTRIAL INSURANCE WAIVER

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, 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 Contractor.

34. INSURANCE

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

- a. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- d. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

35. LAWS

The Contractor 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.

36. 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.

37. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

38. MATCH FUNDS- CHG

The Contractor shall provide match funds if indicated in CHG guidelines. The percent of match used each month shall be indicated on the expenditure report when submitted to the county for reimbursement of expenses. The Contractor may expend match funds in a greater proportion than required match.

39. MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

40. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

41. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

42. ORDER OF PRECEDENCE

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

- a. Applicable federal and State of Washington statutes and regulations
- b. Special Terms and Conditions
- c. General Terms and Conditions
- d. Statement of Work – Exhibit C
- e. Budget – Exhibit B

- f. Specific Program Guidelines and Administrative Requirements[HEN or CHG]
- g. [HEN] Housing and Essential Needs Application
- h. [CHG] CHG Application, as revised

43. 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 CONTRACTOR or the CONTRACTOR's subcontractors 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 CONTRACTOR 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 CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

44. POLITICAL ACTIVITIES

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

45. PROHIBITIONS

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

46. 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 CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that 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 CONTRACTOR 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 CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

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

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

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

48. RECORDS MAINTENANCE

The Contractor shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

49. REPORT ABUSE AND NEGLECT

The Contractor and its subcontractors 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 Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will promptly report to the County if:

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

50. RIGHT OF INSPECTION

At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the County, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose. Such inspection may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract.

51. 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, the County may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

52. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

53. SUBCONTRACTING

The Contractor may enter into any subcontracts if the Contractor submits a written request to the County for approval and receives written County approval no later than 30 days prior to the proposed start date of the

subcontract. No subcontract shall be entered into until the Pacific County Prosecuting Attorney has reviewed the contract and Contractor receives written approval to the subcontract from County.

If the County 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, the County 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 the County 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 the County, State of Washington, and Dept. of Commerce for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the County, the State of Washington, and the Dept. of Commerce, are not liable for claims or damages arising from a subcontractor's performance of the subcontract.

54. 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.

55. TAXES

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor 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 Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

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

56. TERMINATION FOR CAUSE/SUSPENSION

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

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, 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 Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

57. TERMINATION FOR CONVENIENCE

The County may terminate this Contract 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 Contract is terminated for convenience, the County 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.

58. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the County, 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 related to the Contract;
- c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts 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 subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor 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 Contractor 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 Contract or otherwise provided under law.

59. TREATMENT OF ASSETS

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

The Contractor shall name the County as lien holder 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 property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor 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 contract.

In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

The Contractor shall include these requirements in any subcontracts.

60. WAIVER

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

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

CONTRACTOR
{name of contractor}

PACIFIC COUNTY, WASHINGTON

Authorized Representative

(Title)

(Address)

(Address)

APPROVED AS TO FORM:

DATED ON THIS DATE BY CLERK OF THE BOARD:

BY: _____

Date Clerk of the Board



Department of Commerce

Innovation is in our nature.

Guidelines

FOR THE

Consolidated Homeless Grant

January 1, 2016 – June 30, 2017

Contents

1	Grant Basics	19
1.1	Overview	19
1.2	Authorizing Statute and Fund Sources.....	19
2	Administrative Requirements of Lead Grantees	20
2.1	Homeless System Responsibilities	20
2.1.1	Prioritize Unsheltered Homeless Households.....	20
2.1.2	Coordinated Entry	20
2.1.3	Reporting Requirements	20
2.2	Grant Management.....	21
2.2.1	Changes to Guidelines.....	21
2.2.2	Commerce Monitoring.....	21
2.2.3	Subgrantee Requirements	21
2.3	Fiscal Administration.....	21
2.3.1	Budget Categories	21
2.3.2	Budget Caps	22
2.3.3	Reimbursements	22
2.3.4	Budget Revisions	22
3	Allowable Interventions	23
3.1	Temporary Housing Interventions	23
3.1.1	Drop-in Shelter.....	23
3.1.2	Continuous-stay Shelter.....	23
3.1.3	Interim Housing.....	23
3.2	Permanent Housing Interventions.....	23
3.2.1	Targeted Prevention	23
3.2.2	Rapid Re-Housing.....	23
3.2.3	Permanent Supportive Housing.....	23
4	Household Eligibility	24

4.1	Housing Status Eligibility	24
4.1.1	Homeless.....	24
4.1.2	At Imminent Risk of Homelessness.....	24
4.2	Documentation of Housing Status	25
4.3	Income Eligibility	25
4.4	Documentation of Income Eligibility.....	26
4.4.1	Annualizing Wages and Periodic Payments	26
4.5	Income Recertification	27
4.5.1	Income Ineligible at Recertification	27
4.6	Eligibility Requirements for Essential Needs Assistance Only	27
4.7	Additional Eligibility Requirements for Permanent Supportive Housing.....	27
4.7.1	Documentation of a Disability.....	27
4.7.2	Maintaining Homeless Status for Permanent Housing.....	27
5	Allowable Expenses	27
5.1	Administration	27
5.2	Operations.....	28
5.2.1	System-wide Expenses	28
5.2.2	Programmatic Expenses.....	28
5.2.3	Flexible Funding	29
5.2.4	HEN Essential Needs	29
5.3	Rent	29
5.3.1	Rent Payments	29
5.3.2	Other Housing Costs.....	30
5.3.3	Ineligible Expenses	30
5.4	Facility Support	30
5.4.1	Lease Payments.....	30
5.4.2	Other Facility Costs	30
5.4.3	Ineligible Expenses	31
5.4.4	Maintenance Activities vs. Building Rehabilitation.....	31
6	Requirements of all Lead Grantees and Subgrantees Providing Direct Service	33
6.1	Progressive Engagement.....	33
6.2	Assessment and Housing Stability Planning.....	33
6.3	HMIS.....	33
6.3.1	Data Entry Timeliness.....	33
6.3.2	Consent for Entry of Personally Identifying Information	33
6.4	Additional Requirements	34
6.4.1	Fraud	34
6.4.2	Grievance Procedure.....	34
6.4.3	Termination and Denial of Service Policy	34
6.4.4	Records Maintenance and Destruction	34
6.4.5	Client File Check List.....	34
6.4.6	Consent for Personally Identifying Information in the Benefits Verification System.....	34
6.4.7	Client Satisfaction Survey.....	34
6.4.8	Prohibitions	34
6.4.9	Nondiscrimination.....	35
6.5	Habitability	35
6.5.1	For Rent Assistance	35
6.5.2	For Facilities	35
6.6	Lead Based Paint Assessment	35
6.6.1	For Rent Assistance	36
6.6.2	For Facilities	36
6.6.3	Exceptions to the Lead-Based Paint Visual Assessment Requirement	36

7	Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance	36
7.1	Interested Landlord List	36
7.2	Outreach to Landlords	36
7.3	Washington Residential Landlord-Tenant Act	36
7.4	Rental Agreements.....	36
7.4.1	Lease	36
7.4.2	Certification of Payment Obligation	37
7.5	Targeted Prevention	37
7.6	Rent Limit	37
7.7	Determining Rent Subsidy.....	37
8	Appendices.....	37
8.1	Appendix A: Required Forms	37
8.2	Appendix B: Required Policies and Procedures	38
8.3	Appendix C: Client File Documentation	39
8.4	Appendix D: Performance Measurements.....	41
8.5	Appendix E: Process for Identifying Private, For-profit Landlords.....	42
8.6	Appendix F: Documentation of Housing Status	44
8.7	Appendix G: Income Inclusions and Exclusions	46
8.7.1	Income Inclusions.....	46
8.7.2	Income Exclusions	47
8.8	Appendix H: Overview of HEN Eligibility at Enrollment and Recertification	51
8.9	Appendix I: Benefits Verification System and eJAS Data Security Requirements.....	52
8.10	Appendix J: Lead Based Paint Visual Assessment Requirements	55

1 Grant Basics

1.1 Overview

The Consolidated Homeless Grant (CHG) provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services.

An annual report of the Grant and statewide activities to the legislature can be found on the Department of Commerce [website](#).

1.2 Authorizing Statute and Fund Sources

Chapter [RCW 43.185c](#) Homeless Housing and Assistance

2 Administrative Requirements of Lead Grantees

2.1 Homeless System Responsibilities

2.1.1 Prioritize Unsheltered Homeless Households

Lead/subgrantees must prioritize unsheltered homeless households for services and programs. For more details, see Appendix D: Performance Measurements and the CHG Scope of Work.

2.1.2 Coordinated Entry

Each county must maintain a coordinated entry (CE) system, in which people experiencing homelessness are assessed and referred to the services that will help them obtain and maintain housing stability.

All lead/subgrantees must participate in CE. At a minimum, CE systems must:

- ✓ Have a CE lead agency or governing body.
- ✓ Identify and advertise CE access point(s) and partner agencies.
- ✓ Use a standardized assessment tool that matches households with services that will help them exit homelessness AND prioritizes households with the greatest need. The assessment tool must be used at all access points.
Note: Different subpopulations may be assessed differently.
- ✓ Maintain up-to-date information on program capacities, vacancies, and eligibility criteria¹.

Coordinated entry policies and procedures must address the following topics:

- ✓ How households are referred to programs.
- ✓ The uniform decision making process for using the assessment to prioritize households for programs.
- ✓ A protocol for rejecting referrals that ensures rejections are justified and rejected households are referred to appropriate services whenever possible.

2.1.2.1 Coordinated Entry Monitoring

Monitoring will include an independent third party calling a county's coordinated entry access point to evaluate how the system is responding to people who may be experiencing homelessness. Each coordinated entry phone line will be called by an evaluator with one of several scenarios based on common inquiries for emergency housing assistance. Evaluation will include metrics measuring a county's courteous, prompt, informative, accurate, and consumer-oriented responses. Results will be included in compliance monitoring reports.

2.1.3 Reporting Requirements

Lead grantees are responsible for submitting the following:

2.1.3.1 Local Homeless Housing Plan

Lead grantees must submit the updated Local Homeless Housing Plans to Commerce. Local plans should be aimed at eliminating homelessness. Performance in meeting the goals of the local plan should be assessed annually. Counties must update and approve the local homeless housing plan ([RCW 43.185C.050](#)) at least every five years.

2.1.3.2 Annual County Report (Homeless Housing Inventory)

Lead grantees must work with their county to submit an Annual County Report to Commerce. The Annual County Report is a detailed inventory of all homeless housing programs in the county, which includes but is not limited to: locations, project types, bed counts, subpopulations, fund sources, and expenditures.

2.1.3.3 Point-in-Time Count

Lead grantees must report on the results of the annual Point-in-Time Count of sheltered and unsheltered homeless persons for their county in accordance with the Commerce Count Guidelines, which are posted at www.commerce.wa.gov/pit.

¹ Commerce recommends programs participating in the CE 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)

2.1.3.4 Essential Needs Report

Lead grantees must submit an annual HEN Essential Needs Report, which is a count of the total instances of Essential Needs services given throughout the year. The HEN Essential Needs Report for the calendar year 2016 is due January 15, 2017.

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

2.2.3 Subgrantee Requirements

The CHG Grant General Terms & Conditions Section 32 identifies sub-contracting requirements. In addition, all sub grantee 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 sub grantees 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, Regional Support Network (under 71.24 RCW), 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.

2.2.3.1 Subgrantee Risk Assessment and Monitoring

The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee. The lead grantee should maintain policies and procedures that guide risk assessment and monitoring activities.

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

2.3 Fiscal Administration

2.3.1 Budget Categories

The following table maps the budget line items to the allowable expenses as detailed in subsequent sections.

Budget Category	Budget Caps (see 2.3.2)	Allowable Expenses	Interventions					
			Drop-In Shelter	Continuous Stay Shelter	Interim Housing	Targeted Prevention	Rapid Re-Housing	Permanent Supportive Housing
Administration	Admin.	5.1 Administration	x	x	x	x	x	x
Facility Support For-Profit Lease	For-Profit	5.4.1 Lease Payments	x	x	x			x
Facility Support Other Lease and Facility Costs		5.4.1 Lease Payments 5.4.2 Other Facility Costs	x	x	x			x
Rent Assistance For-Profit Rent	For-Profit	5.3.1 Rent Payments				x	x	x

Rent Assistance Other Rent and Housing Costs		5.3.1 Rent Payments 5.3.2 Other Housing Costs				X	X	X
Operations for Facility Support & Rent Assistance		5.2 Operations	X	X	X	X	X	X
TANF For-Profit Rent	For-Profit TANF	5.3.1 Rent Payments				X	X	
TANF Other Rent and Housing Costs	TANF	5.3.1 Rent Payments 5.3.2 Other Housing Costs				X	X	
TANF Operations	TANF	5.2 Operations				X	X	
HEN Administration	Admin. HEN	5.1 Administration				X	X	
HEN Rent and Housing Costs	HEN	5.3.1 Rent Payments 5.3.2 Other Housing Costs				X	X	
HEN Operations	HEN	5.2 Operations				X	X	

2.3.2 Budget Caps

- ✓ For-Profit Set Aside - At least 36 percent of the non-HEN CHG funds must be budgeted and spent on rent/lease payments to private for-profit entities.
 - **Non-profit, for-profit, and government ownership** of properties is determined by the tax status of the entity that owns the property. See Appendix E: Process for Identifying Private, For-profit Landlords.
- ✓ Administration - up to 15 percent of total non-HEN reimbursed costs may be used for administration.
- ✓ HEN Administration - up to 7 percent of total HEN reimbursed costs may be used for HEN administration.
- ✓ TANF Households - the sum of TANF household budget categories must always be equal to the original TANF household allocation.
- ✓ HEN Households - the sum of HEN household budget categories must always be equal to the original HEN household allocation.

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 CHG grant 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 submitted invoices must include the CHG Voucher Detail Worksheet (if grantee has subgrantees) and the 2016-2017 Invoice Report. 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. Caps on budget categories (2.3 Fiscal Administration) must be maintained with each revision.

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

3 Allowable Interventions

3.1 Temporary Housing Interventions

Temporary housing is housing which the household must leave at the end of the program.

3.1.1 Drop-in Shelter

Drop-in Shelter is a facility-based, night-by-night living arrangement that allows clients to enter and exit on an irregular or daily basis.

3.1.2 Continuous-stay Shelter

Continuous-stay Shelter includes facility-based housing or hotel/motel vouchers where households have a room or bed assigned to them for up to 90 days.

3.1.3 Interim Housing

Interim housing is facility-based housing where households have a room or bed assigned to them for more than 90 days and up to 24 months.

3.2 Permanent Housing Interventions

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

3.2.1 Targeted Prevention

Targeted Prevention resolves imminent homelessness with temporary rent subsidies and housing-focused case management. The services are time-limited and the household does not have to leave when services end.

3.2.2 Rapid Re-Housing

Rapid Re-Housing (RRH) quickly moves households from homelessness into permanent housing by providing temporary rent subsidies and housing-focused case management. The services are time-limited and the household does not have to leave when services end.

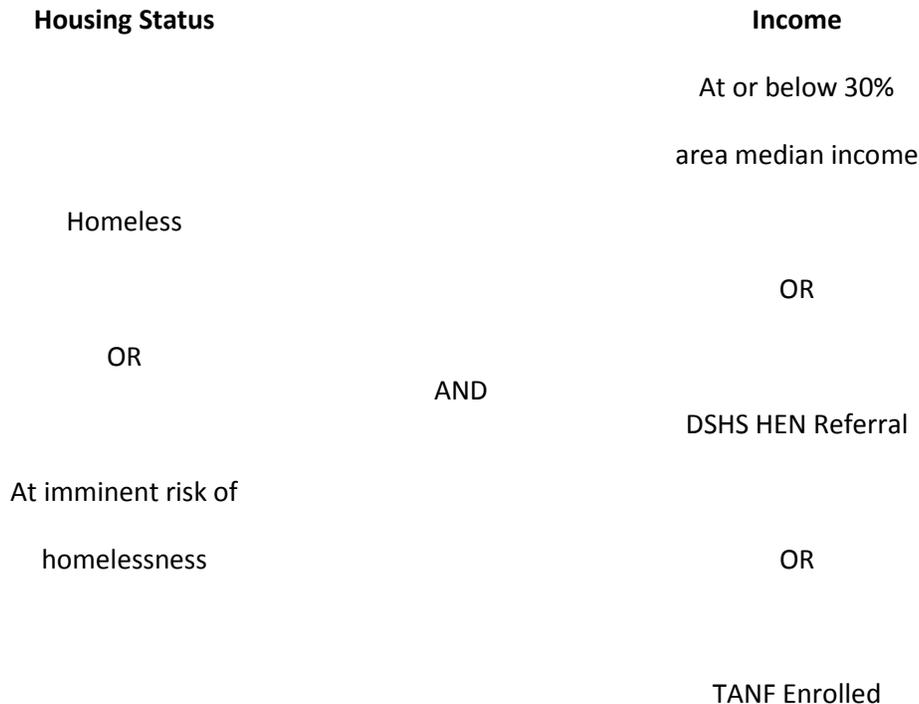
3.2.3 Permanent Supportive Housing

Permanent Supportive Housing (PSH) is subsidized, non-time-limited housing with support services for homeless households that include an adult member with a permanent disability. Support services must be made available but participation is voluntary. PSH may be provided as a rent assistance (scattered site) or facility-based model. The services and the housing are available permanently.

4 Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household is considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing.

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



4.1 Housing Status Eligibility

4.1.1 Homeless

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

4.1.1.1 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 car, 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.

4.1.1.2 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.

4.1.2 At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent

residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

4.2 Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. See Appendix F: Documentation of Housing Status for details.

Households entering a Drop-in Shelter or Continuous-stay Shelter are exempt from housing status requirements.

The Consolidated Homeless Grant 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.

4.3 Income Eligibility

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 the time they are seeking assistance.

Income inclusion and exclusions are found in Appendix G: Income Inclusions and Exclusions.

The combined household income must not exceed 30 percent of area median income as defined by HUD. Income limits are based on Area Median Income (AMI) which can be located for each county at: www.huduser.gov (Data Sets, Income Limits).

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

- ✓ Households entering Interim Housing.
- ✓ Homeless households entering a Rapid Re-Housing program.

Income eligibility is never required for Drop-in Shelter or Continuous-stay Shelter².

For all clients receiving HEN services, the HEN Referral from DSHS as documented in the Benefits Verification System (BVS) is required.

For all clients receiving TANF services, proof of TANF Enrollment from DSHS as documented in the Benefits Verification System (BVS) is required.

INCOME ELIGIBILITY REQUIREMENTS			
Interventions	Length of program	Homeless	At Imminent Risk of Homelessness
Drop-in Shelter	Up to 24 months	None	N/A
Continuous-stay Shelter	90 days or less	None ³	N/A
Interim Housing	More than 90 days and up to 24 months	Enrollment: Income Eligibility waived for 90 days	Enrollment and Recertification: At or below 30% AMI

² If a household stays longer than 90 days, Interim Housing eligibility is required.

³ If a household stays longer than 90 days, Interim Housing eligibility is required.

		Recertification: At or below 30% AMI	
CHG Rent Assistance	Up to 24 months	Enrollment: Income Eligibility waived for 90 days Recertification: At or below 30% AMI	Enrollment and Recertification: At or below 30% AMI
HEN Rent Assistance	No time limit	Enrollment: DSHS HEN Referral Recertification: DSHS HEN Referral and at or below 30% AMI	Enrollment: DSHS HEN Referral Recertification: DSHS HEN Referral and at or below 30% AMI
TANF Rent Assistance	Up to 24 months	Enrollment and Recertification: TANF Enrollment	Enrollment and Recertification: TANF Enrollment
PSH	No time limit	Enrollment: At or below 30% AMI and an adult HH member with a permanent disability Recertification: None	N/A

4.4 Documentation of Income Eligibility

Lead/subgrantees must verify and document income eligibility prior to program entry. The following are exempt from income eligibility documentation requirements for the first 90 days of program participation:

- ✓ Households entering Interim Housing.
- ✓ Homeless households entering a Rapid Re-Housing program.

Income documentation is never required for Drop-in Shelter or Continuous-stay Shelter⁴.

The Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification Form, all allowable income documentation, and the Consolidated Homeless Grant Income Eligibility Worksheet (or equivalent) must be kept in the client file. Documentation dated within 30 days is acceptable.

Households that have no income are required to complete a CHG Self-Declaration Form.

4.4.1 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 pay periods used by the employer or the schedule of periodic payments, 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.

⁴ If a household stays longer than 90 days, Interim Housing eligibility is required.

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

4.5 Income Recertification

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

4.5.1 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.

If the household is no longer eligible for the HEN program, the three additional months of rent assistance cannot be charged to HEN but may be charged to the CHG base funding. See Appendix H: Overview of HEN Eligibility at Enrollment and Recertification.

If the household is no longer enrolled in TANF, the three additional months of rent assistance can be charged to the TANF budget or the CHG base funding.

4.6 Eligibility Requirements for Essential Needs Assistance Only

For clients receiving Essential Needs (EN) assistance only, the HEN Referral from DSHS as documented in the Benefits Verification System (BVS) is the only eligibility requirement.

4.7 Additional Eligibility Requirements for Permanent Supportive Housing

To be eligible for permanent supportive housing, a household must be homeless AND include at least one adult who has a disability that is expected to be long-continuing or of indefinite duration and substantially impedes the adult'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).

4.7.1 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.

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.

4.7.2 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.

5 Allowable Expenses

5.1 Administration

Up to 15 percent of total non-HEN reimbursed costs and up to 7 percent of total HEN reimbursed costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.

Allowable administrative costs are those costs that benefit the organization as a whole. They may include the following: executive director/accounting/human resources/IT salaries, benefits, office supplies and equipment (up to \$1,000 per grant period unless approved in advance by Commerce) associated with these positions; general organization insurance; organization wide audits; board expenses; organization-wide membership fees and dues; and Washington State Quality Award (WSQA) expenses. This list is not all-inclusive.

General agency facilities costs (including those associated with executive positions) are also allowable administrative expenses. They include the following: rent, depreciation expenses, and operations and maintenance costs such as janitorial and utilities. This list is not all-inclusive.

Administrative and facilities expenses must be supported by actual expenditures. If actual expenditures exceed the budget, they may be charged in equal monthly amounts. These costs must be charged to grant cost centers by one of the following three methods:

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Allocated directly by means of a cost allocation plan. If the cost is related to executive personnel such that a direct relationship between the cost and the benefit cannot be established, the cost 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% de minimus rate.

5.2 Operations

5.2.1 System-wide 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

5.2.2 Programmatic 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, representative payee services concerning rent and utilities, and mediation and outreach to property owners/landlords related to locating or retaining housing.
- ✓ Outreach services.
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources.
- ✓ Data collection and entry.
- ✓ Salaries/benefits for program staff.
- ✓ Salaries/benefits to monitor subgrantees (or can be charged in Administration).
- ✓ Staff costs to issue rent assistance. This cost is not for case management activities, but is associated only with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household assisted under this grant.
- ✓ Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel/per diem.
- ✓ General liability insurance and automobile insurance.
- ✓ Other costs as approved in advance by Commerce.

5.2.3 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses that directly help a household to obtain or maintain permanent housing. Homeless households are eligible for Flexible Funding up to \$1,500 per household. Households at imminent risk of homelessness are not eligible for Flexible Funding.

Payments must be noted in the household's housing stability plan. Flexible Funding payments must be paid directly to a third party on behalf of the household. Flexible Funding is for items such as:

- ✓ Expenses necessary for obtaining/maintaining permanent housing (such as document fees, legal fees, fines accrued as a result of housing crisis, reasonable moving costs such as truck rental, conventional mattresses, toiletries, and cleaning supplies).
- ✓ Expenses associated with increasing income (such as work shoes or uniform required for employment, and licensing or certification costs required for employment).
- ✓ Items necessary for life or safety to address an emergency need (such as food, baby formula, diapers, and winter clothing).
- ✓ Costs of travel to permanent housing, when permanent housing has been identified.

5.2.3.1 Ineligible Expenses

- Retailer or merchant gift cards, vouchers, or certificates.

5.2.4 HEN Essential Needs

HEN Essential Needs includes:

- ✓ Personal health and hygiene items such as toothpaste, shampoo, and toilet paper.
- ✓ Household supplies such as laundry and dish soap, light bulbs, and batteries.
- ✓ Bus passes, limited transportation.
- ✓ Laundry tokens (unused tokens cannot be exchanged for cash at the laundromat.)
- ✓ Automobile fuel vouchers. Grantees need to ensure that the vouchers cannot be exchanged for cash and they should be in limited/reasonable quantities.

5.2.4.1 Ineligible Expenses

- Retailer or merchant gift cards, vouchers, or certificates.

5.3 Rent

Rent Payments and Other Housing Costs must be paid directly to a third party on behalf of the household.

5.3.1 Rent Payments⁵

- ✓ 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 may be included with the first month's payment.
 - Monthly rent is not time-limited for HEN households or households in a PSH program.
 - For all other households and programs, rent assistance is limited to 24 months per episode.
- ✓ Rental arrears for up to three months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay rental arrears, arrears must be included in determining the total period of the household's rental assistance.

Note that rental arrears can be paid on behalf of a household receiving an on-going subsidy from another public program (e.g. Section 8) because it represents a different time period and cost type than the rental subsidy.
- ✓ Lot rent for RV or manufactured home.
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Landlord incentives.

⁵ Non-HEN rent payments made to for-profit entities must have the following documentation of ownership status on file (does not necessarily have to be in the client file):

- Copy of lease/rental agreement
- Proof of payment
- Print-out from County parcel website
- Print-out from IRS non-profit search, if applicable

- ✓ Security deposits for households moving into new units.
- ✓ Hotel/Motel expenses for up to 90 days if unsheltered households are actively engaged in housing search and no other shelter option is available.
- ✓ Temporary absences. 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.
- ✓ CHG rent/utility assistance may be used for move-in costs including deposits and first months' rent for subsidized housing (where household's rent is adjusted based on income), including project- or tenant-based housing.⁶

5.3.2 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Utility arrears (see utility-only assistance below) for up to three months. Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay utility arrears, arrears must be included in determining the total period of the household's financial assistance.
Note that utility arrears can be paid on behalf of a household receiving an on-going subsidy from another public program (e.g. Section 8) because it represents a different time period and cost type than the rental subsidy.
- ✓ 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.

5.3.3 Ineligible Expenses

- Ongoing rent/utilities for subsidized housing.
- CHG rent and rent/utility assistance in combination with CHG-funded facility support.
- Phone, cable, satellite or internet deposits or services.
- Mortgage assistance.

5.4 Facility Support

5.4.1 Lease Payments⁷

- ✓ Lease or rent payment on a building used to provide temporary housing or permanent supportive housing.
- ✓ Hotel/Motel expenses for less than 90 days when no suitable shelter bed is available.
- ✓ Move-in costs for permanent housing including: rent, security deposits, and first month's rent.

5.4.2 Other Facility Costs

- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal).
- ✓ Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services).

⁶ In this context tax credit units are not considered subsidized housing.

⁷ Non-HEN rent payments made to for-profit entities must have the following documentation of ownership status on file (does not necessarily have to be in the client file):

- Copy of lease/rental agreement
- Proof of payment
- Print-out from County parcel website
- Print-out from IRS non-profit search, if applicable

- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- ✓ On-site and off-site management costs related to the building.
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting.
- ✓ Move-in costs for 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.

5.4.3 Ineligible Expenses

- Replacement or operating reserves.
- Debt service.
- Construction or rehabilitation of shelter facilities.
- CHG facility support in combination with CHG funded rent and rent/utility assistance.
- Mortgage payment for the facility.
- Cable television service.

5.4.4 Maintenance Activities vs. Building Rehabilitation

Maintenance activities associated with a building are allowable facility support expenses; building rehabilitation and capital improvements are not.

Building rehabilitation and capital improvements 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.

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 (see examples in table below.) 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 systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

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
<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 	<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 	Replacing: <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

<ul style="list-style-type: none"> • Litter pick up and trash collection • Removing snow/ice • Unclogging sinks and toilets 	<p>systems</p> <ul style="list-style-type: none"> • Replacing a carpet square or patching carpet • Fixing alarm systems • Installing temporary fencing 	
<p>* Non-destructive methods only (e.g., no sandblasting or high pressure spraying).</p>		

6 Requirements of all Lead Grantees and Subgrantees Providing Direct Service

6.1 Progressive Engagement

Lead/subgrantees must employ a progressive engagement (PE) service model in both facility-based (Drop-in and Continuous-stay Shelters, Interim Housing) and rent assistance programs. PE includes the following requirements:

- ✓ Services are individualized and responsive to the needs of each household.
- ✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent re-assessment determines the need for additional services.
- ✓ Supportive services should be voluntary and build on the strengths and resources of each household, respecting their autonomy.
- ✓ Households must be exited to housing as soon as possible.
- ✓ Having already received assistance must not negatively impact a household's eligibility if they face homelessness again.

6.2 Assessment and Housing Stability Planning

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.

6.3 HMIS

Lead/subgrantees must enter accurate client data into the Homeless Management Information System (HMIS). Additionally, in counties where the CHG lead grantee is a local government, all programs funded with local document recording fees must enter client data in HMIS.

6.3.1 Data Entry Timeliness

For all counties, data must be entered into the local HMIS for the complete month within five (5) business days following the end of each month. For Clark, Pierce, Snohomish, and Spokane Counties, HUD Data standard compliant data must be uploaded to the state's HMIS data warehouse using HUD XML 4.0 or updated schema no later than the 30th calendar day following the end of each month.

6.3.2 Consent for Entry of Personally Identifying Information

6.3.2.1 Identified Records

- ✓ Clients must provide informed consent for their inclusion of personally identifying information prior to this information being entered into HMIS. All adult members of the household must provide informed consent.
- ✓ Client consent must be documented with a signed copy of the form "Client Release of Information and Informed Consent" except when only telephonic consent has been received.

6.3.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ 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 18) entering programs independently (without a parent or guardian).
- ✓ If one household member does not consent, all household members must be entered anonymously.
- ✓ If a funder requires a program to report the HIV/AIDS status.

6.3.2.3 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.

6.4 Additional Requirements

6.4.1 Fraud

Lead/subgrantees must inform Commerce if CHG funds are spent on ineligible clients or expenses.

6.4.2 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.

6.4.3 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 client grievance procedure.

6.4.4 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 CHG Grant 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.

6.4.5 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 Commerce client file checklist must be included.

6.4.6 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: Benefits Verification System and eJAS Data Security Requirements for more information.

6.4.7 Client Satisfaction Survey

Lead/subgrantees must provide each household funded with CHG rent or facility assistance a *Client Satisfaction Survey* in at least one of the following ways:

- ✓ Provide the Survey Monkey link and encourage a household representative to complete the survey on-line. <https://www.surveymonkey.com/r/3BGJMQP>.
- ✓ Provide a hard copy of the survey questions to a household representative. Program staff can enter the results into the Survey Monkey on client's behalf.
- ✓ Clearly post the Survey Monkey link in a common area frequented by households.
- ✓ Lead/subgrantees with existing participant satisfaction measurement processes can opt-out of the above, and must send results of the participant satisfaction to Commerce annually.

6.4.8 Prohibitions

- ✓ Lead/subgrantee may not require clients to participate in a religious service as a condition of receiving program assistance.
- ✓ Lead/subgrantees may not deny shelter to households that are unable to pay fees for shelter.

6.4.9 Nondiscrimination

As stated in the CHG Grant General Terms and Conditions Section 9 and Section 22, lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

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

6.5 Habitability

6.5.1 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. Housing units must be documented as habitable prior to paying the rent subsidy and information 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.

6.5.1.1 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) form.

Documentation of habitability certification or inspection must be kept in the client file.

6.5.1.2 Habitability Complaint Procedure

Lead/subgrantee must have written procedures describing the response to complaints regarding unit safety and habitability.

This procedure must include:

- ✓ The method of informing each household of the habitability complaint process.
- ✓ Assurances that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility.
- ✓ Mandatory inspection when a complaint is reported using the HHS form, HQS form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.

6.5.2 For Facilities

All facilities must conduct and document an inspection at least once a year using the HHS form or HQS form.

6.6 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 or HHS and maintained in the client file.

For a guide to compliance see Appendix J: Lead Based Paint Visual Assessment Requirements.

6.6.1 For Rent Assistance

A lead-based paint visual assessment must be completed prior to providing rapid re-housing or prevention rent assistance if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

6.6.2 For Facilities

All facilities constructed prior to 1978 must conduct an annual lead-based paint visual assessment which is documented on the HQS or HHS, and readily accessible for review.

6.6.3 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 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance

7.1 Interested Landlord List

Lead/subgrantees must establish and maintain an interested landlord list which includes information on rental properties (including buildings with fewer than 50 units.) The list must be updated at least once per quarter, and distributed to partner agencies and households offered rent assistance. See [RCW 43.185c.240](#).

7.2 Outreach to Landlords

Lead/subgrantees must conduct and document outreach to private rental housing landlords at least quarterly about opportunities to provide rental housing to people experiencing homelessness. See [RCW 43.185c.240](#).

7.3 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.

7.4 Rental Agreements

Client files must contain one of the following types of agreements if rent assistance is paid on their behalf.

7.4.1 Lease

At a minimum, the lease or rent 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

7.4.2 Certification of Payment Obligation

A CHG Certification of Payment Obligation form is required for rent subsidies paid to a friend or family member who is not in the business of property management. The CHG Certification of Payment Obligation form must be kept in the client file.

7.5 Targeted Prevention

Lead/subgrantees that provide targeted prevention must prioritize households most likely to become homeless, using the CHG Targeted Prevention Eligibility Screening form or equivalent. The CHG Targeted Prevention Eligibility Screening form must be kept in the client file.

7.6 Rent Limit

Lead/subgrantees must set a rent limit policy for their service area using a percentage of HUD's Fair Market Rent (FMR). The rent limit is the maximum rent subsidy that can be paid for a unit of a given size. Published HUD FMR values include rent and utility costs. The established rent limit must include both rent and utilities. The policy may also include a description of how exceptions are made to the rent limit when circumstances require a rent amount that exceeds the limit.

If a rent limit policy exceeds 120% FMR, lead/subgrantees must submit the rationale to Commerce by January 30, 2016. Commerce will approve or disapprove of rent limit policies exceeding 120% FMR.

7.7 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.

8 Appendices

8.1 Appendix A: Required Forms

The following forms are required, if applicable. Forms may be modified if all of the content is included. All CHG forms are posted on the Commerce CHG [website](#).

- ✓ Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification (sections 4.2;4.4;4.5)
- ✓ Consolidated Homeless Grant Income Eligibility Worksheet (section 4.4)
- ✓ Consolidated Homeless Grant Utility-Only Assistance form (section 5.3.2)
- ✓ HMIS Informed Consent (section 6.3.2)
- ✓ Consolidated Homeless Grant Client File Checklist (section 6.4.5)
- ✓ DSHS Client Consent for BVS and/or eJAS (section 6.4.6)
- ✓ 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 6.5)
- ✓ Consolidated Homeless Grant Certification of Payment Obligation/Potential Eviction from Friend/Family (section 7.4.2)
- ✓ Consolidated Homeless Grant Targeted Prevention Eligibility Screening form (section 7.5)

8.2 Appendix B: Required Policies and Procedures

- ✓ Coordinated Entry Policies (section 2.1.2)
- ✓ Grievance Procedure (section 6.4.2)
- ✓ Termination or Denial of Service Policy (section 6.4.3)
- ✓ Habitability Complaint Procedure (section 6.5.1.2)
- ✓ Rent Limit Policy (section 7.6)
- ✓ Determining Rent Subsidy Procedure (section 7.7)

8.3 Appendix C: Client File Documentation

The following chart summarizes the documentation required in each client file, depending on the type of service provided. Details and specific information for each requirement are explained in the following sections. Other documentation may be required based on individual circumstances. CHG Required Forms are found on the Commerce CHG [website](#).

Documentation	Homeless	At Risk of Homelessness			
	Drop-in Shelter	Continuous Stay	Interim Housing:	Rapid Re-housing Rent Assistance	Prevention Rent Assistance
Client File Checklist		✓	✓	✓	✓
HMIS Consent (unless DV <u>OR</u> client refuses consent)	✓	✓	✓	✓	✓
DSHS Client Consent for eJAS and/or BVS, if applicable		✓	✓	✓	✓
CHG Verification of HH Eligibility and Income Recertification		If staying longer than 90 days	✓	✓	✓
CHG Income Eligibility Worksheet (or equivalent, where applicable)			✓	✓	✓
Targeted Prevention Eligibility Screening Form					✓
Landlord Habitability Certification <u>OR</u> HHS or HQS			✓	✓	
Lead-based Paint Assessment, if applicable			✓	✓	✓
Utility-Only Assistance form, if applicable					✓
Lease <u>OR</u> Certification of Payment Obligation (for friends/family)				✓	✓
Household Rent Share / Rent Subsidy Calculations				✓	✓
Assessment and Housing Stability Planning		✓	✓	✓	✓

Temporary Absence, if applicable

✓

✓

The following is only required for non-HEN clients. Documentation does not necessarily need to be kept in client files.

Print-out from county parcel website to document OR Case note documentation of oral verification from county assessor's office OR For-Profit Certification Form completed by landlord

✓

✓

Print-out from IRS non-profit search, if applicable

✓

✓

8.4 Appendix D: Performance Measurements

Lead/subgrantees must prioritize unsheltered homeless households for services and programs.

Fulfilling this requirement can be demonstrated in one of three ways:

A. 35% of those served system-wide are unsheltered homeless households enrolled in temporary or permanent housing programs by December 31, 2016.

Any household that was unsheltered in the last two years is included, as measured in HMIS by Prior Living Situation (people living outside or in places not meant for human habitation) and Housing Status Category 4 - Fleeing Domestic Violence. Meeting the 35% target by December 31, 2016, will be considered compliant.

-OR-

B. Increase from baseline percent served unsheltered homeless households in temporary or permanent housing program of 5 percentage points by December 31, 2016.

Commerce will establish a baseline for each county indicating the percent of those served who are or were unsheltered homeless (or fleeing domestic violence) at any point in the last two years.

Progress of at least 5 percentage points above the baseline by December 31, 2016, will be considered compliant.

-OR-

C. Functional zero⁸ unsheltered homeless households for two or more populations by December 31, 2016.

Counties that have attained functional zero unsheltered for two or more populations⁹ by December 31, 2016, are considered to be in compliance, and no further action is required.

Counties choosing this option will be required to assert the following:

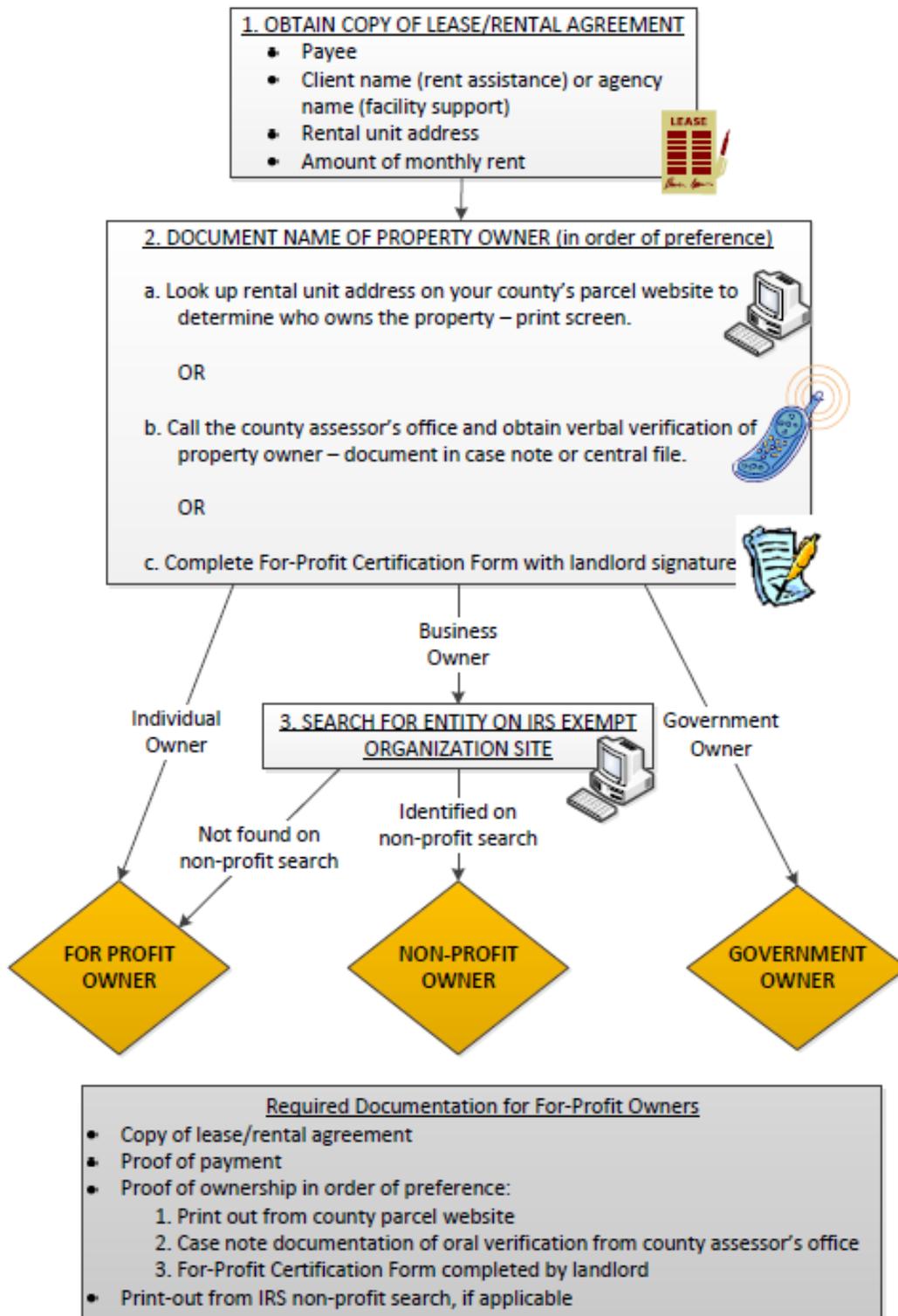
- 1) Over the course of the last six months on average functional zero unsheltered has been achieved for two of the indicated populations based on available information;
- 2) The county has a system that can promptly house unsheltered people; and
- 3) A reasonable level of outreach exists to identify unsheltered people in the selected subpopulations.

Counties asserting functional zero unsheltered for subpopulations will be evaluated by the Department based on state and local administrative data, and qualitative interviews with key stakeholders.

⁸ Functional zero unsheltered is defined as the number of unsheltered homeless households moving into temporary or permanent housing being **equal to or greater than** the number of current and newly identified unsheltered homeless households.

⁹ Populations are: families with minor children, veterans, unaccompanied youth, chronically homeless, and single adults

8.5 Appendix E: Process for Identifying Private, For-profit Landlords



(Rent paid for facility support or direct rent assistance. Hotels/motels are exempt from the documentation requirement.)

IRS Exempt Organizations Search: <http://apps.irs.gov/app/eos/>

IRS Search Tips: <http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check—Search-Tips>

8.6 Appendix F: Documentation of Housing Status

Homeless				At Risk of Becoming Homeless		
Unsheltered (place not meant for human habitation)	Residing in a Temporary Housing Program	Exiting a System of Care	Fleeing Domestic Violence, Dating Violence, Sexual Assault, Stalking, etc.	Losing Housing Within 14 days	Nonpayment of Rent	Nonpayment of Utilities (see program guidelines for eligibility)
<p>Third party verification</p> <p>OR</p> <p>Self-declaration signed and dated by applicant stating where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u></p>	<p>Letter signed and dated from the provider of the temporary housing.</p> <p>OR</p> <p>A telephone call to the provider of temporary housing that is documented, signed, and dated by the case manager making the call</p> <p>OR</p> <p>Current HMIS record from homeless housing program, including dates of stay</p> <p>OR</p> <p>Self-declaration signed and dated by applicant stating</p>	<p>Letter signed and dated by system of care representative. Letter must include:</p> <p>a. Statement verifying current stay of household member(s), and</p> <p>b. Indicate household member(s) have no available housing option after exiting</p>	<p>Signed and dated self-declaration by applicant.</p>	<p>Completion of Section 4 – No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.</p> <p>AND</p> <p>Letter signed and dated from the provider of the temporary residence (e.g. homeowner, landlord, motel owner/manager). Letter must include:</p> <p>a. Statement verifying the applicant’s current living situation, and</p> <p>b. Date when the household must vacate the temporary housing</p> <p>OR</p> <p>Certification of Payment Obligation and Potential Eviction from</p>	<p>Copy of lease naming household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit.</p> <p>AND</p> <p>“Pay or Vacate” notice or eviction notice</p> <p>AND</p> <p>Completion of Section 4 – No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.</p>	<p>Copy of lease naming household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit</p> <p>AND</p> <p>Utility Shutoff Notice that:</p> <p>a. Identifies the household member, and</p> <p>b. Indicates that utility will be shut off or disconnected if payment not received, and</p> <p>c. Is signed and dated by utility company representative and/or includes utility company contact information</p> <p>AND</p> <p>A statement from the provider that without CHG assistance, the household will lose their housing and become homeless. Staff</p>

	<p>where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u></p>			<p>Friend/Family form (if applicable).</p> <p>OR</p> <p>A telephone call to the provider of temporary housing that is documented, signed, and dated by the case manager making the call</p> <p>OR</p> <p>Self-declaration signed and dated by applicant stating where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u></p>		<p>must first check that LIHEAP or other utility assistance is not available.</p> <p>AND</p> <p>Completion of Section 4 – No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.</p>
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8.7 Appendix G: Income Inclusions and Exclusions

Income Inclusions

This table presents CHG income inclusions. The following types of income must be counted when calculating gross income for purposes of determining CHG eligibility.

General Category	Description
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
3. Interest , Dividend Income & Income from Assets	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household. Where the household has net household assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 3, Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 2 of Income Exclusions).
6. Welfare Assistance	<p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program (45 CFR 260.31) are included in annual income only to the extent such payments:</p> <ul style="list-style-type: none"> a. Qualify as assistance under the TANF program definition at 45 CFR 260.31; AND b. Are not otherwise excluded under the income exclusions below. <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p>

	<p>a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities;</p> <p>PLUS</p> <p>b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.</p>
7. Periodic and Determinable Allowances & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).
9. Student Financial Aid	The amount of student financial assistance above the costs of tuition, fees, books, and equipment required for classes. Any portion of ETV (Education and Training Voucher) may be counted if its inclusion is not a liability to the youth. (See number 6 of Income Exclusions).

Income Exclusions

This table presents CHG income exclusions. The following types of income are not counted when calculating gross income for purposes of determining CHG eligibility.

General Category	Description
1. Employment of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid	The amount of student financial assistance for tuition, fees, books, and equipment required for classes. Any portion of ETV (Education and Training Voucher) that if included would create a liability to the youth. (See number 9 of Income Inclusions.) Student loans.
7. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program Income	<ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Grantee, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Grantee’s governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims files under the laws of that government by persons who were persecuted during the Nazi era.
11. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child;
12. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
13. Refunds & Rebates	Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
14. Home Care Assistance	Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
15. Other Federal Exclusions	<p>Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply:</p> <ul style="list-style-type: none"> a. The value of the allotment made under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)). b. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058). c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e).

- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42.U.S.C. 8624(f)).
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6).
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 W.S.C. 1407).

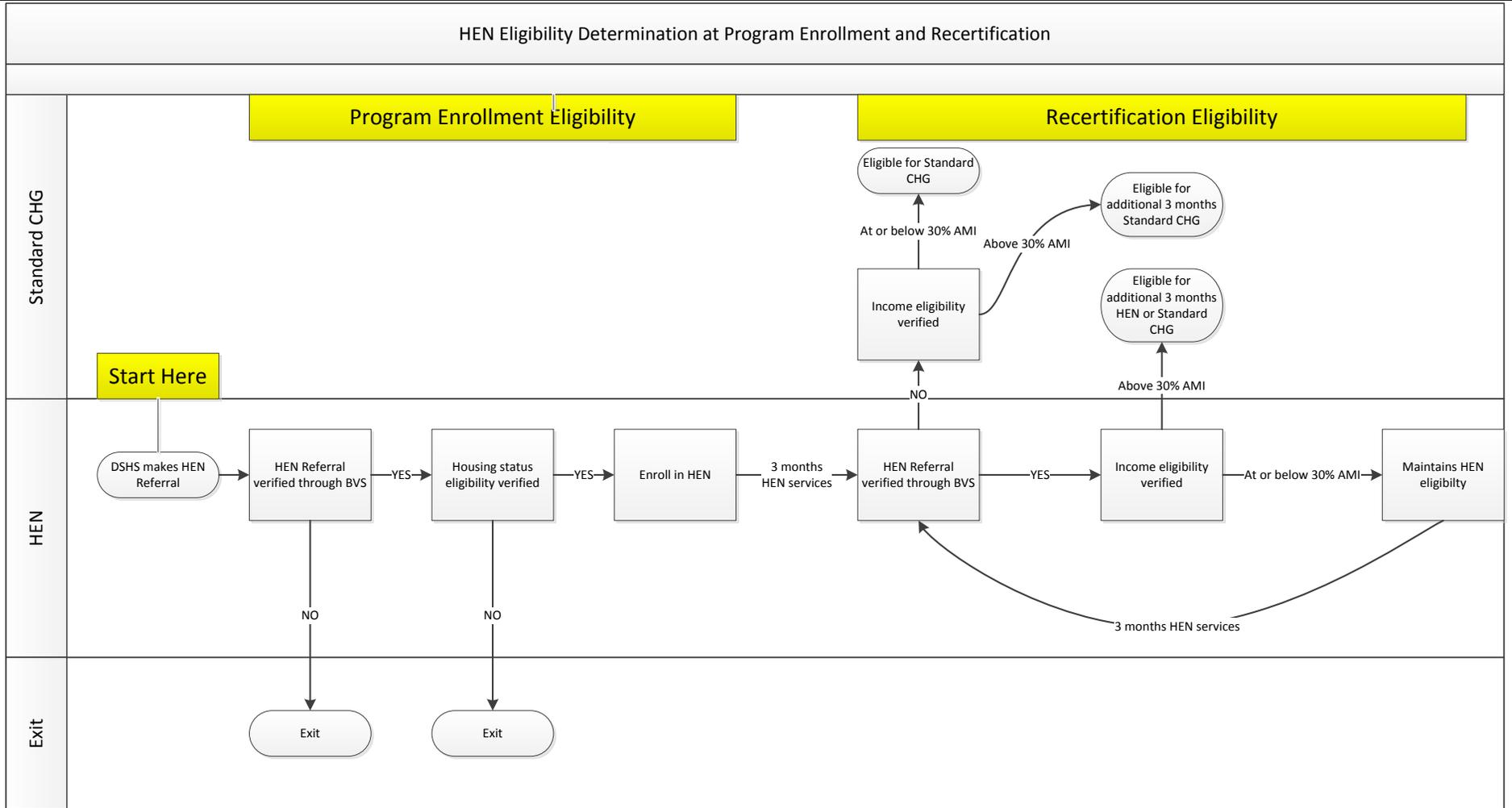
Please note certain per capita shares must be examined to determine whether the proceeds are covered by this provision, such as bingo and gambling proceeds. Although some gaming funds are called "per capita payments", the National Indian Gaming commission's General counsel and the Solicitor's office of the Department of the Interior confirmed that the proceeds of gaming operations regulated by the Commission are not funds that are held in trust by the Secretary for the benefit of an Indian tribe, therefore, they do not qualify as per capita payments within the meaning of the Per Capita Distribution Act.

Also if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from the tribe for reporting Indian gaming profits, this payment does not qualify for this provision. These gaming profits are income that must be included as annual income.

- h. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
- i. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721).
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C.9858q).
- m. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433).
- n. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- o. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c)).

- p. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
- q. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760€) and the Child Nutrition act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special supplemental food Program for Women, Infants, and Children (WIC).
- r. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
- s. Payments from any deferred Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289).
- t. A lump sum of a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the claims Resolution Act of 2010 (Pub. L. 111-291). This exclusion will apply for one year from the time that payment is received.
- u. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended). Comparable disaster assistance provided by States, local governments, and disaster assistance organizations.
- v. Earned income tax credit (EITC) refund payments received on or after January 1, 1991.
- w. Any allowance paid under the provision of 38 U.S.C. to children of Vietnamese veterans born with spina bifida, children of women Vietnam veterans born with certain defects and children of certain Korean service veterans born with spina bifida.
- x. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010.
- y. Any amounts in an individual development account as provided by the Assets for Independence Act.
- z. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in the PIH Notice 2013.

8.8 Appendix H: Overview of HEN Eligibility at Enrollment and Recertification



8.9 Appendix I: Benefits Verification System and eJAS 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.

7. 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.

8.10 Appendix J: Lead Based Paint Visual Assessment Requirements

Childhood lead poisoning is a major environmental health problem in the United States, especially for low-income families in poor living conditions. If not detected early, children with high levels of lead in their bodies can suffer from damage to the brain and nervous system, behavioral and learning problems (such as hyperactivity), slowed growth, hearing problems, and headaches. 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

Disclosure requirements are triggered for ALL properties constructed prior to 1978. These requirements require that lessors (property owners or managers) 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:

<http://www.hud.gov/offices/lead/enforcement/disclosure.cfm>

While this actually relates to property owners/managers, sharing this information with their tenants (or ensuring they have received it) is an easy thing to do. This is an important opportunity to educate households about the potential hazards related to lead and their rights as tenants. Informed tenants are more likely to watch for potential problems in their home and proactively work with landlords to address any issues.

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. In most areas, these records are available online. If you are uncertain where to find this information, a quick internet search should help you locate the data you need. In the search field, try combining your county name with one of the following phrases:

- ✓ “property tax records”
- ✓ “property tax database”
- ✓ “real property sales”

Remember to print out a copy of the screenshot for the case file. If you have trouble finding this information online, contact your local Office of Tax and Revenue for assistance. If not available online, the information is public and can be requested from the local authorities. (Note, the taxing authority and the assessment entity may be separate governmental entities and office names vary by locality).

Conducting a Visual Assessment

Visual assessments are only triggered under certain circumstances:

- ✓ The leased property was constructed before 1978;

AND

- ✓ A child under the age of six will be living in the unit occupied by the household receiving CHG rent assistance.

A visual assessment must be conducted prior to providing CHG rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Visual assessments must be conducted by a HUD-Certified Visual Assessor. It is important to note that a HUD-Certified Visual Assessor is not equivalent to a Certified Clearance Examiner. 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>

The training teaches individuals how to identify deteriorated paint and how deteriorated paint must be treated. Lead/Subgrantees may choose to have their program staff complete the visual assessments or they may procure services from a contractor.

If a visual assessment reveals problems with paint surfaces, Lead/Subgrantees cannot approve the unit for CHG assistance until the deteriorating paint has been repaired. At this point, Lead/Subgrantees must make a decision: work with the property owner/manager to complete needed paint stabilization activities and clearance, work with the household to locate a different (lead-safe) unit, or refer the household to a different program if CHG assistance cannot be provided.

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 <http://cfpub.epa.gov/flpp/> and click on "certified abatement/inspection firms."

Lead based paint training providers can be found at

<http://www.commerce.wa.gov/Programs/services/Paint/Pages/LeadBasedPaintTrainingProviders.aspx>

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at

<http://www.epa.gov/lead/pubs/nlic.htm> or 1-800-424-LEAD to speak with an information specialist.

The Lead Safe Housing Rule as well as a HUD training module to help recipients of funds effectively implement the requirements of the Lead Safe Housing Rule in their programs can be accessed at

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr

Exhibit B- Budget

Commerce Funded	Original Contract	Amend #1	Amend #2	Amend #3
Admin (CHG)	\$13,889			
Rent: For-profit Rent	\$29,496			
Rent: Other rent and housing costs	\$21,809			
Operations: CHG Base Funding	\$25,400			
TANF: For-profit rent	\$9,415			
HEN: Admin	\$5,013			
HEN: Rent & Housing Costs	\$66,599			
Total (commerce funded)	\$175,824			

Document Recording Fees	Original Contract	Amend #1	Amend #2	Amend #3
Staffing for Overnight Winter Lodging (OWL) for volunteer management and intake	\$6,000			

Exhibit C- Statement of Work

1. SERVICE DEFINITION

Housing and Essential Needs (HEN): is intended to providing rental assistance, utility assistance, and essential needs for Medical Care Service recipients as determined by the Dept. of Social and Health Services.] [Consolidated Homeless Grant (CHG): is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered.] This Contract provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Pacific County Homeless Plan.

2. DEFINITION OF TERMS

Terms used throughout this Exhibit shall have meanings as defined herein:

- a. "Client" shall mean the individual or family that seeks or is provided professional services.
- b. "Non-expendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.
- c. "Personal property" shall mean property of any kind except real property.
- d. "Real property" shall mean any interest in land.
- e. The "Useful Life" of property shall mean useful service life as based on the U.S. Department of Treasury and Internal Revenue Service policies on depreciation for tax purposes, unless the County or Contractor can document, to the written satisfaction of the Department, some different period.

3. SCOPE OF SERVICE- CHG

The Contractor shall administer funds awarded hereunder, to support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting, coordinated assessments, legislatively established priorities, and requirements for local homeless plan. Activities shall include, but not be limited to, the following:

- a. Case management: Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
- b. Housing search and placement: Includes services or activities designed to assist individuals or households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- c. Outreach: Includes services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available

services and programs. Not all households assessed will be eligible for assistance. Time spent assessing a household is an eligible expense under this activity.

- d. Inspections, including Housing Inspections and Lead-based Paint Visual Assessments.
- e. Data collection and entry into the HMIS system.
- f. Staff costs to issue rent assistance: This cost is not for case management or the cost of a bookkeeper whose duties extend beyond CHG related activities. This cost is only associated with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household because it is directly related to the delivery of rent or rent and utility assistance with the CHG funds.
- g. Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by County), telephone, internet, training/conferences/travel/
- h. General liability insurance and automobile insurance
- i. Costs of criminal background checks of clients if necessary/required for housing
- j. Costs of urinalyses for drug testing of clients if necessary/required for housing
- k. Other costs as approved in advance by County
- l. Client information must be entered into HMIS (Homeless Management Information Systems) within five days of services and include all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information.
- m. Adhere to the CHG Contract guidelines published by Washington State Department of Commerce, checking their website frequently for updates, <http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx>

4. SCOPE OF SERVICES-HEN

Under conditions laid out in this Contract, the Contractor shall:

- a. Provide rent and/or utilities assistance, as well as essential needs items for clients who are approved in the BVS system.
- b. Process applications and work closely with clients to inform them of their status.
- c. Inform clients of available services in addition to this funding. Ensure that clients are receiving all benefits that they qualify for and refer them to services that they may qualify for and do not yet receive, ensuring maximization of community resources and housing stability.

- d. Client information must be entered into HMIS (Homeless Management Information Systems) within five days of services and include all appropriate HMIS categories as well as case notes, case plan, exit and follow-up information.
- e. Provide services or activities designed to assist individuals retaining suitable housing. Services or activities may include: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- f. Adhere to the HEN Contract guidelines published by Washington State Department of Commerce, checking their website frequently for updates, <http://www.commerce.wa.gov/Documents/HEN-Administrative-Requirements-Revised-September-2012.pdf>

5. SCOPE OF SERVICES- OVERNIGHT WINTER LODGING (OWL)

The Contractor shall provide adequate staff to provide volunteer management for the Overnight Winter Lodging (OWL) shelter. Staff shall work with Peninsula Poverty Response and the OWL task force to ensure adequate volunteers are recruited and scheduled to fill all of the volunteer slots for the OWL.

The Contractor shall provide staff to act as the intake coordinator at the OWL for a minimum of nights per week during its operation.

6. NON-DISCRIMINATION IN CLIENT SERVICES

The CONTRACTOR or its subcontractors shall not on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability:

- a. Deny any eligible individual any services or other benefits provided under this Contract;
- b. Provide any service(s) or other benefits to any eligible individual that are different, or are provided in a different manner from those provided to others under this Contract;
- c. Subject any eligible individual to segregation or separate treatment in any manner related to his or her receipt of any service(s) or other benefits provided under this Contract; or
- d. Deny any eligible individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this Contract.

The Contractor, in determining: (1) the types of services or other benefits to be provided; or (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability or have

the effect of defeating or substantially impairing accomplishment of the objectives of this Contract in respect to the individuals having a particular race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability.

If subcontracting has been authorized, said subcontract shall include appropriate safeguards against discrimination in client services binding upon each subcontractor. The County shall take such action as may be required to ensure full compliance with the provisions of the Section, including sanctions for noncompliance.

7. TREATMENT OF CLIENT ASSETS

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, the entire client's personal property.