

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THURSTON COUNTY AND THE CITY OF OLYMPIA TO FUND SERVICES FOR PEOPLE
IMPACTED BY HOMELESSNESS**

This Interlocal Cooperation Agreement (the "Agreement") is entered into between Thurston County, Washington (the "County"), a political subdivision of the State of Washington, and the City of Olympia (the "City"), a Washington municipal corporation, collectively referred to as the "Parties."

WHEREAS, on June 14, 2018, the Thurston County Board of County Commissioners declared homelessness a public health crisis in Thurston County, directing the Director of the Thurston County Public Health and Social Services to lead the response, committing support for community wide efforts to reduce homelessness; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law providing for over \$2 trillion relief for American workers, families, and small businesses, and to preserve jobs for American industries; and

WHEREAS, the County received an allocation of \$3,882.592 in federal Emergency Solutions Grant-COVID (ESG-CV) through the Washington State Department of Commerce; and

WHEREAS, The County signed a grant agreement with the Washington State Department of Commerce on March 19, 2020 for the Washington State COVID-19 Outbreak Emergency Housing Grant (EHG) for \$999,376; and

WHEREAS, The purpose of the EHG grant is to respond to the COVID-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing during the COVID-19 outbreak; and

WHEREAS, the County collects funds as authorized under RCW 36.22.179 to support local homeless housing services in support of the County's Five-Year Homeless Crisis Response Plan; and

WHEREAS, the Regional Housing Council has recommended implementing a scattered site pilot project to provide site management and case management services to at least three sites where residents are living in vehicles or in an encampment; and

WHEREAS, people experiencing homelessness have lost access to hygiene services since the COVID-19 outbreak due to the closure of public hygiene facilities; and

WHEREAS, people experiencing homelessness have lost access to shelter services since the COVID-19 outbreak due to the social distance requirements in congregate shelter facilities; and

WHEREAS, the County desires to contract a portion of the EHG, ESG-CV, and other local resources the County has received to the City for hygiene, waste removal and other related services for people experiencing homelessness in Olympia and the Thurston County urban core to support hygiene best practices; and

WHEREAS, RCW Chapter 39.34, entitled the Interlocal Cooperation Act, permits local governments, including port districts and counties, to make the most efficient use of their powers by enabling them to cooperate in order to provide services and facilities that “will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;” and

WHEREAS, the County has determined that engaging with the City for the disbursement of the EHG, ESG-CV and local funds, pursuant to the terms below, would yield efficiencies not available to the County alone.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is agreed as follows:

**ARTICLE I
PURPOSE**

1.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the County will disburse EHG, ESG-CV and other local funds for grants to the City for authorized purposes.

**ARTICLE II
GRANT FUNDING AND CITY'S USE OF FUNDS**

2.1 Funding. The County agrees to provide the sum of up \$240,000 to the City from the County's share of its EHG, ESG-CV, and local funds, to be used for hygiene, garbage removal, safe storage, septic services for recreational vehicles and other related services for people experiencing homelessness impacted by the Coronavirus public health emergency during the period of March 1, 2021, through June 30, 2022, and not accounted for in the City budget approved as of March 1, 2020.

2.2 Contracts for Specific Activities. As the needs to address the COVID-19 pandemic for the unsheltered population evolve and change over time, the County will contract with the City for specific activities and funding amounts, under the scope of this Agreement. The City may expend funds after a fully executed contract is signed by both the County and the City. Eligible expenses and activities will be specified in the executed contract. A copy of the standard contract template that will be used is attached hereto at Attachment A and incorporated by this reference.

2.3 City's Use of Funds. The City shall comply with the Department of Commerce's *Guidelines for Emergency Solutions Grant COVID-19 (ESG-CV)*: dated November 2020, which is attached hereto as Attachment B and incorporated by this reference. The City shall comply with the County's *COVID-19 Outbreak Emergency Housing Plan*, dated March 23, 2020, which is hereto at Attachment C and incorporated by this reference

2.3.01 Eligible Expenses. The City shall ensure that the funds cover costs that are necessary and eligible under EHG, ESG-CV, or other appropriate local funding requirements.

2.3 Reimbursement. The County shall pay the grant funds to the City on a reimbursement basis upon certification by the City of the eligibility of the expenses incurred for such work.

**ARTICLE III
ADMINISTRATION**

3.1 Administration. This Agreement shall be administered by the City with no administrative or overhead costs passed to the County.

3.2 Processing Reimbursements. City reimbursement submittals to the County shall be processed within 30 days of receipt by the County.

**ARTICLE IV
EFFECTIVE DATE OF AGREEMENT**

4.1 Duration. This Agreement shall be effective only upon execution by the Parties and filing with the Thurston County Auditor and City's Clerk of the Council, pursuant to RCW Chapter 39.34.040, and shall extend until the EHG, or ESG-CV or local fund source allotment been exhausted or June 30, 2022, whichever occurs first.

**ARTICLE V
INDEMNITY**

5.1 Claims. The City agrees to indemnify, defend and hold the County, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an act or omission of the City's officers, directors, employees and agents relating to the City's performance of work funded by this Agreement.

**ARTICLE VI
PERFORMANCE OF AGREEMENT**

6.1 Compliance with All Laws. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

6.2 Maintenance and Audit of Records. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for five (5) years following the termination of this Agreement.

6.3 Inspections. Either party or its designee may evaluate the performance of this Agreement through inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

6.4 Improper Influence. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and

represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

6.5 Conflict of Interest. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in RCW 42.23 *et seq.*

ARTICLE VII DISPUTES

7.1 Time. Time is of the essence of this Agreement.

7.2 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the parties. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.3 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees and costs incurred in that action, arbitration or other proceeding.

7.4 Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington. Thurston County shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

ARTICLE VIII GENERAL PROVISIONS

8.1 Assignment. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

8.3 Modification. This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each Party's legislative authority.

8.4 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

THURSTON COUNTY WASHINGTON
BOARD OF COUNTY COMMISSIONERS

CITY OF OLYMPIA WASHINGTON

ADOPTED on this _____ day of June 2021.

ADOPTED on this _____ day of June 2021.

Chair

Steven J. Burney, City Manager

APPROVED AS TO FORM:

Vice-Chair

Mark Barber

Mark Barber, City Attorney

Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:
Jon Tunheim
Thurston County Prosecutor

By:

Elizabeth Petrich
Chief Civil Deputy Prosecuting Attorney

ATTACHMENT A

CONTRACT TEMPLATE



Public Health and Social Services
Office of Housing and Homeless Prevention

FY 2020/21

Affordable Housing and Homeless
Services Contract
(COVID-19 Response)

Between:

Thurston County and **CONTRACTOR**

Contract Number: 2021-ESG-COV-**XXX**

For: Providing Emergency Homeless Services related to COVID-19 Response

Grant funds must be used to prevent, prepare for, and respond to COVID-19, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and prevention activities to mitigate the impacts of COVID-19. This grant provides funding for operations and supportive services to address the needs of people who are homeless, at-risk of homelessness as described in the Thurston County Homeless Plan.

Start date: 3/1/2021

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/**CONTRACTOR**

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**County**," and **CONTRACTOR**, with its principal offices at **XXXXXXXXXXXX, Olympia, WA 98506** hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall be from the date last executed below through **XX/XX/XXXX** unless renewed or terminated sooner as provided herein.

The term of this Contract shall begin **on November 6, 2020** and shall remain in effect through **June 30, 2022** unless renewed or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

SHORT SCOPE OF WORK

a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

4. 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 Contractor:

XXXXXXX

Executive Director

XXXXXXXXXX

Olympia, WA 98506

360-XXXXXXXX

XXXXXXXX@gmail.com

b. For County:

Tom Webster

OHHP Program Manager

412 Lilly Road NE

Olympia, WA, 98506

360-867-2531

360-280-6265

webstet@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit A, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$XXXXXX. In the event the County determines to renew this Contract in accordance with subsection 10.d. below, compensation for the renewed term may be: (1) funded at the same level; (2) proportionally adjusted based on availability of funds; or (3) funded at the discretion of the County.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit A for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this subsection means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its elected and appointed officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities, including without limitation, their agents, licensees, or representatives, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) are directly or indirectly arising out of, resulting from, or in connection with the performance or failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts if authorized under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

e. The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Contract.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the claim or lawsuit, and shall provide one another all available information concerning the claim.

9. INSURANCE

1. Contractor shall provide evidence of:

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.

ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. **Workers' Compensation** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.

c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less

than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000 per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. If the Contractor is a government entity obtaining liability insurance, with equivalent coverage as required in subsections (a) and (c) through (e), obtained through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. **Other Insurance Requirements:**

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- g. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- h. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- i. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

- a. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **TERMINATION AND RENEWAL**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten days of written notice to do so by the County, the County may terminate this

Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, 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, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any

city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the CONTRACTOR will be acting as a Business Associate as defined under HIPAA.

15. ADDITIONAL TERMS AND CONDITIONS

a. The Terms and Conditions of the Commerce ESG Contract number 20-4613C-126 (ESG contract) are incorporated herein by reference and is included as Attachment B. Contractor shall follow the applicable terms of the ESG contract. In addition,

- i. Contractor shall comply with audit requirements per 2 CFR Part 200 Subpart F.
- ii. Commerce and the State of Washington are not liable for claims or damages arising from Contractors performance of this subcontract.

b. The Terms and Conditions of FEMA Public Assistance Contracts to Use Federal Funds – Additional Clauses are included as Attachment C to this contract.

16. SAFEGUARDING PERSONAL INFORMATION

1. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.
2. The CONTRACTOR shall protect and maintain all Confidential Information gained by reason of any Agreement against unauthorized use, access, disclosure, modification or loss.
 - a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - b. Physically securing any computers, documents, or other media containing the Confidential Information.
 - c. Implementing appropriate physical, electronic and managerial safeguards, including staff training, to prevent unauthorized access to personal information.
3. The COUNTY reserves the right to monitor, audit, or investigate the use of personal

information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

4. Any breach of this Section may result in termination of the Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.
5. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.
6. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.
7. The compromise or potential compromise of Confidential Information must be reported to the COUNTY Contact designated on the Program Agreement within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

17. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. This Section shall survive the termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

18. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military

status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

19. **OWNERSHIP OF MATERIALS/WORK PRODUCED**

a. Material produced in the performance of the work under this Contract shall be “works made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

20. **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 or compensation due the 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 the Contractor’s right to seek judicial relief pursuant to Section 19.

21. **CHOICE OF LAW, JURISDICTION AND VENUE**

a. 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.

b. 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 Thurston County, Washington.

22. **CONFIDENTIALITY**

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

23. **SEVERABILITY**

a. 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.

b. 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.

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

24. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

26. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration of this Contract shall survive.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:
XXXXXXXXXXXXXXXXXXXX

THURSTON COUNTY:
**For the Board of County Commissioners
Thurston County, Washington**

XXXXXXXXXX (Authorized Representative)
Executive Director

Schelli Slaughter, Director
Public Health and Social Services

Date

Date

Approved as to Form
JON TUNHEIM, PROSECUTOR

By: _____

Deputy Prosecuting Attorney

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/**CONTRACTOR**

SCOPE OF SERVICES

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided by the Contractor), are set forth as follows:

Timeframe: November 6, 2020 through June 30, 2022

Scope of Work and Budget	
- SCOPE OF WORK	
Budget Line Item	Budget Amount
Operations	
Leasing	
Admin	
Total	\$

Contractor shall submit an invoice (template provided by County) and supporting documents specified on the invoice for reimbursement on a monthly basis no later than the 10th day of the following month that services were rendered. Under no condition should these funds supplant the existing **1921-2163-XXX-XXX** or **1921-CHG-XXX-XXX** contract funds. These ESG grant funds may be used only for Covid-19 response activities.

All invoices must include the Voucher Detail Worksheet, which will be supplied to Contractor from County with the Invoice Template. Invoices will not be paid until the Worksheet is received.

2. The services to be performed by the County under this Contract, which are described in Section 3 of the Contract (Services provided by the County) are set forth as follows (if applicable):

Not Applicable

ATTACHMENT C

FEMA PUBLIC ASSISTANCE (PA) CONTRACTS TO USE FEDERAL FUNDS – ADDITIONAL CLAUSES

2 C.F.R. § 200.326; 2 C.F.R. Part 200, Appendix II

- 1. REMEDIES FOR BREACH OF CONTRACT – 2 C.F.R. Part 200, Appendix II(A)**
- 2. TERMINATION FOR CAUSE AND CONVENIENCE – 2 C.F.R. Part 200, Appendix II(B)**
- 3. EQUAL EMPLOYMENT OPPORTUNITY – 2 C.F.R. Part 200, Appendix II(C); 41 C.F.R. § 60- 1.4(b)**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall

not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 2 C.F.R. Part 200, Appendix II(E); 40 U.S.C. §§ 3702 and 3704; 29 C.F.R. § 5.5(b)

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* Thurston County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. **CLEAN AIR ACT AND THE FEDERAL
WATER POLLUTION CONTROL ACT – 2 C.F.R. Part 200, Appendix
II(G); 42 U.S.C. §§ 7401-7671q.; 33 U.S.C. §§ 1251-1387**

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency

Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION – 2 C.F.R. Part 200, Appendix II(H); 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Thurston County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Thurston County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT – 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. PROCUREMENT OF RECOVERED MATERIALS – 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Thurston County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions

as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Thurston County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS – 31 U.S.C. §§ 3729-3733; 31 U.S.C. Chap. 38

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ATTACHMENT B

GUIDELINES FOR EMERGENCY SOLUTIONS GRANT COVID-19 (ESG-CV)



GUIDELINES

FOR

Emergency Solutions Grant COVID-19 (ESG-CV)

July 2020

Updated – November 2020

Funded through the
Housing Assistance Unit
Community Services and Housing Division
Department of Commerce

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1 Grant Basics

1.1 Overview

The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided for supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG). The Emergency Solutions Grant COVID-19 (ESG-CV) funds are to be used to prevent, prepare for and respond to the Coronavirus pandemic. The following definitions may be used:

- Prevent....coronavirus: means an activity designed to prevent the initial or further spread of the virus to people experiencing homelessness, people at-risk of homelessness, recipient or subrecipient staff, or other shelter or housing residents.
- Prepare for....coronavirus: means an activity carried out by a recipient or subrecipient prior to or during a coronavirus outbreak in their jurisdiction to plan to keep people healthy and reduce the risk of exposure to coronavirus and avoid or slow the spread of the disease.
- Respond to coronavirus: means an activity carried out once coronavirus has spread to people experiencing homelessness, provider staff, or once individuals and families lose or are at-risk of losing their housing as a result of the economic downturn caused by the coronavirus.

The deadline to expend ESG-CV funds is September 30, 2022. See spending timeline requirements in Section 2.2.5.

Projects funded with ESG-CV must be low barrier with a housing first orientation. Per HUD guidance, individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding housing stability case management.

Program regulations are established in [24 CFR §576](#), the HUD ESG Interim Rule ([ESG Program and Consolidated Plan Conforming Amendment of 24 CFR Parts 91 and 576, Docket No. FR-5474-I-01, RIN 2506-AC29](#)) and the [ESG-CV Notice](#) issued September 1, 2020.

In these guidelines, the term “grantee” refers to the lead ESG-CV grantee of Commerce and any subgrantees. While reading the HUD ESG Interim Rule it is important to note the “recipient” in this case is the Department of Commerce and the “subrecipient” is the lead ESG grantee (including any subgrantees) of Commerce. Not every section in the HUD ESG Interim Rule applies to Commerce-administered ESG-CV. The Commerce ESG-CV Guidelines define eligible activities and populations to be served which are subsets of what is listed in the ESG Interim Rule. HUD has a [quick reference guide](#) for use in determining eligible activities and costs under the ESG program.

These guidelines will be updated as necessary throughout the grant period.

1.2 Document Version		
Version	Date Approved	Updates
1.0	July 31, 2020	Creation of guidelines for allocation of ESG-CV funding.
2.0	November 6, 2020	Incorporates requirements and flexibilities from the HUD ESG-CV Notice*

*WA State’s action plan and substantial amendment were approved prior to September 1, 2020, and therefore all waivers and flexibilities apply, and limitations in Notice do not apply.

1.3 Housing Assistance Unit (HAU) Unifying Message

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

The ESG-CV program is a critical resource in the crisis response system.

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

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

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely delivering a standardization of services to address inequity. Grantees have the responsibility to examine their data to ensure all eligible persons receive equitable services, support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

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

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you analyze and understand your data

so we can meet Washington’s vision that no person is left living outside.

2 Administrative Requirements of Lead Grantees

2.1 Grant Management

2.1.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be notified of updates to this guide and will receive via email the latest version. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.1.2 Commerce Monitoring

Commerce will monitor grant activities. 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.

2.1.3 Subgrantee Requirements

The Grant General Terms & Conditions Section 36 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

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

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

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with ESG-CV, or changes in the interventions of those subgrantees.

Lead subgrantees are expected to adopt the Guidelines to their policies and procedures.

2.1.3.1 Subgrantee Risk Assessment and Monitoring

Commerce will assist lead grantees in developing risk assessments and monitoring plans. Lead grantees will be responsible for ensuring subgrantee compliance with all requirements identified in the ESG-CV guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting ESG-CV to the subgrantee. The risk assessment must inform the monitoring

plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site), and the program requirements being reviewed.

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

2.2 Fiscal Administration

2.2.1 Budget Caps

ESG-CV Administration - up to 7 percent (7%) of the ESG-CV contracted budget may be allocated to administrative costs.

2.2.2 Budget Categories

Budget Category	Allowable Expenses (linked to relevant sections of the Guidelines)
Admin	Administrative
HMIS	HMIS
Street Outreach	Street Outreach
Shelter Case Management	Emergency Shelter Eligible Activities – Case Management
Shelter Operations	Emergency Shelter Eligible Activities - Operations
Shelter Renovation	Emergency Shelter Eligible Activities – Shelter Renovation
Temporary Emergency Shelter	Temporary Emergency Shelter Eligible Activities
Rapid Re-housing Case Management	Case Management Eligible Activities for Prevention and Rapid Re-housing
Rapid Re-housing Rental Assistance	Rental Assistance Eligible Activities for Prevention and Rapid Re-Housing
Rapid Re-housing Other Financial Assistance	Other Financial Assistance for Prevention and Rapid Re-housing
Prevention Case Management	Case Management Eligible Activities for Prevention and Rapid Rehousing
Prevention Rental Assistance	Rental Assistance Eligible Activities for Prevention and Rapid Rehousing
Prevention Other Financial Assistance	Other Financial Assistance for Prevention and Rapid Re-housing

Case Management is classified as an activity under Essential Services in 24 CFR §576 Subpart B.

2.2.3 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. 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).

2.2.3.1 Back-up Documentation

All invoices must include the Voucher Detail Worksheet (if grantee has subgrantees). 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.

2.2.4 Budget Revisions

Revisions must be submitted using the Budget Revision Tool and approved by Commerce.

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

2.2.5 Spending Timeline Requirements

Commerce will monitor grant spending to ensure that grantees are on track to spend out funds. If grantees are not spending down in a timely manner, funds may be recaptured.

All ESG-CV funds (both first and second allocations) must be expended by **September 30, 2022**. Additionally, grantees must meet ESG-CV spending milestones by the following deadlines:

- **September 30, 2021:** At least 20% of total award must be expended
- **March 31, 2022:** At least 80% of total award must be expended
- **September 30, 2022:** All funds must be expended by this date.

3 Allowable Interventions

Grant funds must be used for eligible activities that prevent, prepare for, and respond to the coronavirus as outlined below. The ESG-Program Interim Rule applies except for the waivers and additional eligible activities established in the CARES Act and in [Notice CPD-20-08](#) (ESG-CV Notice). These alternative requirements and flexibilities are also applicable to annual ESG funding when those funds are used to prevent, prepare for, and respond to coronavirus.

Funded activities must be tied to the community response to COVID-19.

3.1 Street Outreach

Street Outreach meets the immediate needs of households experiencing unsheltered homelessness by connecting them with emergency shelter, housing, and/or critical health services.

ESG-CV funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless households and connect them with emergency shelter, housing, or critical services. For the purposes of this section, the term “unsheltered homeless” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under [24 CFR §576.2](#): An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Street Outreach activities funded with ESG-CV must be consistent with CDC guidance related to [street outreach](#) and engaging [people at increased risk](#) of severe illness when contracting coronavirus, as well as established best practices.

ESG-CV funding for street outreach to respond to COVID-19 may include providing masks, hand sanitizer, and soap to households experiencing unsheltered homelessness; outfitting staff with personal protective equipment; coordinating medical care and other support services; providing transportation for program participants to travel to and from medical care, and other needed services; hazard pay; and providing reasonable incentives to volunteers (e.g. cash or gift cards) who are helping to provide necessary services during the coronavirus outbreak.

3.1.1 Handwashing Stations and Portable Bathrooms

ESG-CV funds may be used for costs of providing urgent, non-facility-based care to unsheltered households who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. To this end, funds may be used for portable hygiene services and the staffing, equipment, supplies and services to clean and maintain these facilities to support households experiencing unsheltered homelessness. Examples include handwashing stations and bathrooms (e.g. porta potties) and shower trucks with soap and shampoo.

3.1.2 Street Outreach Policies

3.1.2.1 Maintenance of Effort Requirement

If the grantee or subgrantee is a local government, ESG-CV funds cannot be used to replace the local government funds for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit ([24 CFR 576.101\(c\)](#)).

3.2 Emergency Shelter

Emergency shelter operations and services to households residing in emergency shelter are allowable activities. Households are eligible for emergency shelter assistance if they are unsheltered or residing in a temporary housing program.

Emergency shelter activities funded with ESG-CV should be in alignment with recommended guidance to [effectively manage infectious disease within the shelter](#) during coronavirus. ESG-CV funding for emergency shelter to respond to COVID-19 may include providing cleaning supplies; personal protective equipment for staff and program participants; portable hygiene services; volunteer incentives; hazard pay; furnishings such as room dividers and cots; and costs associated with providing transportation for program participants to travel to and from medical care, and other needed services.

Emergency shelter renovation, rehabilitation, or conversion are eligible expenses. Grantees should work closely with Commerce to ensure adherence to HUD requirements.

If no appropriate emergency shelter is available, grantees may use ESG or ESG-CV funds to provide unsheltered homeless individuals with hotel/motel vouchers. Hotel/motel vouchers may be provided if shelter beds are available, but it is not safe for them to use because of the need for social distancing. Eligible costs include:

- A hotel or motel room directly or through a hotel or motel voucher
- Cleaning of hotel or motel rooms used by program participants
- Repairs for damage caused by program participants above normal wear and tear of the room.

No household shall be denied access to safe housing, which may include alternative housing or a hotel room, even if they have been exposed or are symptomatic with coronavirus. Health-related questions should not determine admission, access to programs and should not be asked in order to screen people out of shelter.

3.2.1 Temporary Emergency Shelter

ESG-CV funds may be used to pay for temporary emergency shelters for individuals and families experiencing homelessness. Eligible costs include leasing, operations, services, property acquisition and renovation.

Temporary Emergency Shelter is defined as a structure or any portion of a structure, which is used for a limited period of time because of a crisis, such as a natural disaster or public health emergency, to provide shelter for individuals and families displaced from their normal place of residence or sheltered or unsheltered locations.

Temporary Emergency Shelters are exempt from:

- Minimum standards for emergency shelters at [24 CFR 403\(b\)](#) – (lead-based paint

- requirements still apply)
- Environmental review
- Minimum period of use requirement ([24 CFR 576.102\(a\)\(xi\)\(4\)\(c\)](#))

Grantees must retain documentation that the shelter met the definition of temporary emergency shelter.

Acquisition and renovation costs are subject to Disposition requirements outlined in [2 CFR 200.311 – Real Property](#) which requires repayment to HUD. Grantees who are considering acquisition and renovation costs should work closely with Commerce staff to ensure adherence to requirements.

Emergency Shelter Activity	<i>Temporary</i> Emergency Shelter	<i>Permanent</i> Emergency Shelter
Renovations	Allowable, repayment required	Allowable, minimum period of use required
Acquisition	Allowable, repayment required	Not allowable

Program participants cannot be required to sign leases or occupancy agreements, receive treatment, or perform any other prerequisite activities as a condition for staying in any shelter or receiving services.

Grantees must document that the structure/portion of the structure met the definition of Temporary Emergency Shelter.

3.2.2 Emergency Shelter Policies

3.2.2.1 Prohibition against involuntary family separation.

The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses ESG-CV funding or services and provides shelter to families with children under age 18.

3.2.2.2 Maintenance of Effort Requirement

If the grantee or subgrantee is a unit of general purpose local government, ESG-CV funds cannot be used to replace funds the local government provided for street outreach and emergency shelter essential services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit. ([24 CFR 576.102\(d\)](#)). The maintenance of effort requirements do not apply to shelter operation costs.

3.3 Rapid Re-Housing and Prevention Assistance

Rapid Re-Housing and Homelessness Prevention Assistance includes rent assistance and housing relocation and stabilization services for households experiencing homelessness and households at-risk of homelessness based on the household's housing status at the time of program entry.

Rapid Re-Housing assistance is available for persons who are literally homeless according to HUD's definition in [Household Eligibility](#).

Homelessness Prevention assistance is available for persons who are at imminent risk of homelessness or at-risk of homelessness according to HUD's definition in [Household Eligibility](#).

ESG-CV rent assistance and housing relocation and stabilization services should be prioritized for households with the longest history of homelessness and for households with the most severe service needs including coronavirus related needs. Prioritization for homelessness prevention are households earning less than 50% of Area Median Income (AMI) who are determined to have no alternative resources and no other place to go.

When assessing use of funds, the following document from the National Alliance to End Homelessness may be helpful: [Use ESG-CV to Help Those Currently Experiencing Homelessness First](#).

3.3.1 Landlord Incentives

ESG-CV may be used to pay for landlord incentives that are reasonable and necessary to assist households in obtaining housing. Grantees may not use ESG-CV funds to pay the landlord incentives an amount that exceeds three times the rent charged for the unit. Landlord incentives can include signing bonuses, security deposits, costs to repair damages, and extra cleaning fees.

Landlord incentives may be charged under Rapid Re-Housing and Homelessness Prevention budget categories.

Grantees must maintain program records that document that program costs are reasonable.

3.4 Additional Allowable Activities

3.4.1 Training

ESG-CV funds may be used to train staff on infectious disease prevention and mitigation for staff working directly to prevent, prepare for, and respond to coronavirus among households who are homeless or at-risk of homelessness. The costs are eligible as a standalone activity, not as an administrative cost, and do not need to be tied to a specific intervention.

Training costs are allowable under all ESG components and can be provided to both homelessness assistance providers and to those who do not receive funding through the CARES Act.

Grantees must maintain meeting agendas and notes to support eligibility of this expense.

3.4.2 Hazard Pay

ESG-CV funds may be used to pay hazard pay for grantee staff who work directly to prevent, prepare for, and respond to coronavirus among households who are homeless or at-risk of homelessness.

Examples of staff working directly in support of coronavirus response include:

- Street outreach teams
- Emergency Shelter staff
- Staff providing essential services (e.g., outpatient health or mental health, housing navigators)
- Staff in proximity to persons with coronavirus or working in locations with a high likelihood of contracting coronavirus

Hazard pay may be billed under Homelessness Prevention, Rapid Re-Housing, Emergency Shelter, and Street Outreach program components. While grantees have the authority to establish their own hazard pay amounts and their cap, all grantees should ensure the following criteria are met:

- They are provided under the organization's established written [compensation policies](#)
- The costs are equity allocated to all related activities including Federal awards; and, Grantees must maintain records that include job descriptions, policies and procedures or other program records that detail positions receiving hazard pay.

3.4.3 Volunteer Incentives

ESG-CV may be used to provide reasonable incentives (e.g., cash or gift cards) to volunteers who help to provide necessary street outreach, emergency shelter, essential services, and housing relocation and stabilization services during the coronavirus outbreak.

Volunteer incentives may be billed under Homelessness Prevention, Rapid Re-Housing, Emergency Shelter, or Street Outreach.

Program records should document that costs are reasonable.

4 Rental Assistance Requirements

4.1 Washington Residential Landlord-Tenant Act

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

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

4.2 Rental Assistance Agreement

Rent assistance agreements are required between the lead/sub grantee and the property owner in order to provide rent assistance. The agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under [24 CFR §576.106 \(e\)](#). The rental assistance agreement must provide that, during the term of the agreement, the landlord must give lead/sub grantee a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

Lead/sub grantees must make timely payments to in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The grantee is solely responsible for paying late payment penalties that it incurs with non ESG-CV funds.

4.3 Lease

Households who are receiving rental assistance must have a legally binding, written lease between the owner and the program participant for the rental unit, unless the assistance is solely for rental arrears. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the landlord's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance (described below) the lease must have an initial term of one year.

4.4 Tenant-based Rental Assistance

A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.

The rental assistance agreement must be terminated if the program participant moves out of the housing unit for which the program participant has a lease; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG-CV rental assistance.

4.5 Project-based Rental Assistance

If the ESG-CV funded provider identifies a permanent housing unit that meets ESG-CV requirements and becomes available before a program participant is identified to lease the unit, the provider may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

1. The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement (“assisted unit”) may only be occupied by program participants, except as provided under paragraph (4) of this section.
2. The lead/sub grantee may pay up to 100 percent (100%) of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.
3. The lead sub/ grantee may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the grantee may pay the next month's rent, i.e., the first month's rent for a new program participant, as provided in paragraph (2) of this section.
4. The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the grantee must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the grantee may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG-CV requirements.
5. The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the grantee commit ESG-CV funds to be expended beyond the expenditure deadline or commit funds for a future ESG-CV grant before the grant is awarded.

4.6 Conflicts of Interest

The payment of any type or amount of ESG-CV assistance may not be conditioned on a household’s acceptance or occupancy of housing owned by the ESG-CV funded provider or a parent or subsidiary of the provider. No ESG-CV grantee may, with respect to households

occupying housing owned by the grantee, or any parent or subsidiary of the grantee, carry out the initial consultation and eligibility determination or administer homelessness prevention assistance.

4.7 Rent Limit and Duration

Lead/subgrantees must use a rent limit policy that is used consistently for all units receiving a rent subsidy, including arrears, and must be completed before the rent subsidy is paid. The rent limit is the maximum rent subsidy that can be paid for a unit of a given size.

Subrecipients are encouraged to extend/adjust the rent limit to address unemployment, loss of income, or benefits due to coronavirus.

4.8 Fair Market Rent (FMR)

The Fair Market Rent (FMR) requirement is waived for ESG-CV as long as the rent complies with HUD standards of rent reasonableness.

4.8.1 Rent Reasonableness

The rental assistance paid cannot exceed the actual rental cost, which must be in compliance with HUD's standard of rent reasonableness.

- Rent reasonableness means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.
- To make this determination, the grantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's worksheet on rent reasonableness at: <https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and-certification/>
- A grantee must determine and document rent reasonableness for all units for which ESG rental assistance (including arrears) and/or security deposit assistance is being provided. The requirement applies whether homelessness prevention assistance or rapid re-housing assistance is provided.

4.9 Housing Stability Case Management

Program participants receiving homelessness prevention or rapid re-housing assistance should be provided housing stability case management as is safe and feasible. Housing case management cannot be a requirement for assistance, but grantees should make housing stability and other appropriate services available and accessible.

5 Household Eligibility

Rapid Re-Housing assistance is available for persons who are homeless according to the HUD definition of homeless:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, [state](#), or local government programs for low-income individuals); **OR**

(iii) An individual who is exiting an institution where he or she resided for 120 days or less and who resided in an [emergency shelter](#) or place not meant for human habitation immediately before entering that institution;

Prevention assistance is available to households who are at-imminent risk of homelessness or at-risk of homelessness according to HUD's definition:

At Imminent Risk of Homelessness is defined as households who:

1. have annual incomes below 50% AMI; **AND**
2. do not have sufficient resources or support networks immediately available to obtain permanent housing and prevent literal homelessness; **AND**
3. Either:
 - (i) will imminently lose their primary nighttime residence within 14 days; OR
 - (ii) are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or other dangerous or life threatening conditions related to violence

At-Risk of Homelessness is defined as households who:

1. have annual incomes below 50% AMI; **AND**
2. do not have sufficient resources or support networks immediately available to obtain permanent housing and prevent literal homelessness; **AND**

3. meet at least one of the following six conditions:
 - (i) moved 2 or more times due to economic reasons in 60 days prior to application for assistance
 - (ii) living in the home of another due to economic hardship
 - (iii) losing housing within 21 days after application date
 - (iv) living in a hotel/motel not paid for by charitable organizations or federal/state/local government programs
 - (v) living in severely overcrowded unit as defined by the U.S. Census Bureau (*single-room occupancy or efficiency apartment unit in which more than two persons, on average, reside or another type of housing in which there reside more than 1.5 persons per room*)
 - (vi) exiting publicly funded institution or system of care.

5.1 Documentation of Housing Status

Lead/subgrantees must verify, describe and document eligible housing status prior to program entry.

See required *ESG-CV Household Eligibility – Prevention* and *ESG Household Eligibility – Rapid Re-Housing* forms for documentation requirements. All ESG forms can be found on the website <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>.

5.2 Documentation of Income Eligibility

Documentation of income eligibility is not required until eligibility recertification for households served with Prevention and Rapid Re-housing.

Income is money that is paid to, or on behalf of, the head of household or spouse (even if temporarily absent) or to any other household member 18 years or older. (Persons fleeing domestic violence do not have to report the abuser's income.) Income also includes all amounts which are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. When determining the annual income of an individual or family, the grantee must use the standard for calculating annual income under [24 CFR §5.609](#).

Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section [5.609 Annual Income](#).

5.3 Eligibility Recertification

Household eligibility and the types and amounts of assistance the household needs must be re-evaluated and documented not less than once every 6 months for households receiving homelessness prevention assistance, and not less than once annually for households receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

1. The household does not have an annual income that exceeds 30% of Area Median Income for homeless households and 50% of Area Median Income for households at-risk of homelessness; **AND**
2. The household lacks sufficient resources and support networks necessary to retain housing without ESG-CV assistance.

See required *ESG-CV Household Eligibility – Re-Evaluation* form for documentation requirements.

5.4 Documentation Requirements for Rapid Re-Housing and Prevention

Households receiving Prevention or Rapid Re-Housing assistance, must have the following clearly noted and documented in the household's case file:

1. *Initial Consultation & Eligibility Determination:*

The household must receive an initial consultation and eligibility assessment to determine income and housing status eligibility and the appropriate type of assistance needed to regain stability in permanent housing.

2. *Assistance in obtaining mainstream and other resources:*

The household must receive appropriate supportive services and referrals essential to achieving independent living through other federal, state, local, and private assistance.

3. *Housing stability plan to include:*

- i. Needs assessment to include specific housing and self-sufficiency goals; and
- ii. Action steps to retain permanent housing after ESG-CV assistance ends;

Households receiving assistance from a victim service provider are exempted from the case management requirement.

6 Allowable Expenses

6.1 Administrative

Administrative Costs (24CFR §576.108)	
Allowable Costs	<p>Up to 7% of the contracted budget may be allocated to administrative costs.</p> <p>Allowable administrative costs are those costs that benefit the organization as a whole. They include the following: executive director/accounting/human resources/IT salaries, benefits, office supplies and equipment; general organization insurance; organization wide audits; board expenses; organization-wide membership fees and dues. This list is not all-inclusive.</p>

6.2 HMIS

HMIS (24CFR §576.107)	
Allowable Costs	<p>The grantee or subgrantees may use ESG-CV funds to pay the costs of contributing ESG-CV data to HMIS including the costs of:</p> <ul style="list-style-type: none"> Purchasing or leasing computer hardware; Purchasing software or software licenses; Purchasing or leasing equipment, including telephones, fax machines, and furniture; Obtaining technical support; Leasing office space; Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS; Paying salaries for operating HMIS, including: <ul style="list-style-type: none"> (A) Completing data entry; (B) Monitoring and reviewing data quality; (C) Completing data analysis; (D) Reporting to the HMIS Lead; (F) Training staff on using the HMIS or comparable database; and (G) Implementing and complying with HMIS requirements; Paying costs of staff to travel to and attend training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; Paying staff travel costs to conduct intakes. <p>HMIS costs are eligible beyond typical support of ESG-CV program activities (including HMIS costs not related to ESG-CV program participants) or program participants to the extent that they are necessary to help the geographic area prevent, prepare for, and respond to coronavirus.</p>

6.3 Street Outreach

Street Outreach Component ([24CFR §576.101](#))

Services delivered on the street to persons living unsheltered

Allowable Expenses: Street Outreach

Engagement: Activities to locate, identify, and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

Case Management: Assessing housing and service needs and arranging/coordinating/monitoring the delivery of individualized services.

Emergency Health Services: Direct outpatient treatment of medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants for whom other appropriate health services are inaccessible or unavailable within the area.

Emergency Mental Health Services: Direct outpatient treatment of mental health conditions by licensed professionals in community-based settings e.g. streets, parks, and campgrounds) to those eligible participants for whom other appropriate health services are inaccessible or unavailable within the area.

Transportation: Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.

Services to Special Populations: Otherwise eligible Essential Services, as listed above, that have been tailored to address the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.

Training on infectious disease prevention and mitigation for staff working directly with those at risk of contracting the coronavirus costs are allowable as a standalone activity – not part of administrative costs

Hazard pay for subrecipient staff working in locations with a high likelihood of contracting coronavirus

Installation and maintenance of handwashing stations and portable bathrooms for people experiencing unsheltered homelessness

Volunteer incentives

6.4 Emergency Shelter Case Management, Operations, Renovation, and Temporary Emergency Shelter Acquisition and Renovation

Emergency Shelter Component ([24CFR §576.102](#))

Services delivered to households experiencing homelessness in temporary shelter; shelter rehabilitation and shelter operations.

<p>Allowable Expenses: Shelter Case Management</p>	<p>The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of: Using the centralized or coordinated assessment system; Conducting the initial evaluation including verifying and documenting eligibility; Counseling; Developing, securing, and coordinating services and obtaining Federal, State, and local benefits; Monitoring and evaluating program participant progress; Providing information and referrals to other providers; Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and Developing an individualized housing and service plan, including planning a path to permanent housing stability</p> <p>Training on infectious disease prevention and mitigation for staff working directly with those at risk of contracting the coronavirus costs are allowable as a standalone activity – not part of administrative costs</p> <p>Hazard pay for subrecipient staff working in locations with a high likelihood of contracting coronavirus</p> <p>Volunteer incentives</p>
<p>Allowable Expenses: Shelter Operations</p>	<p>The costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter</p> <p>Hotel or motel costs are eligible where no appropriate emergency shelter is available, including costs for cleaning and damage repair</p> <p>Installation and maintenance of handwashing stations and portable bathrooms for people experiencing unsheltered homelessness</p>
<p>Allowable Expenses: Shelter Renovation</p>	<p>Renovation, including major renovation or conversion, of a building to serve as an emergency shelter. The shelter must operate to serve homeless households for at least 3 or 10 years, depending on the type of renovation 24 CFR 576.102</p>
<p>Allowable Expenses: Temporary Emergency Shelter</p>	<p>Leasing existing real property or temporary structures, acquisition and renovation of real property for temporary emergency shelter for individuals and families experiencing homelessness in order to prevent, prepare for, and respond to coronavirus. Funds used for acquisition or</p>

	<p>renovation (including conversion or major rehabilitation) are subject to property's use and disposition requirements in 2 CFR 200.311 part c, section 1 or 2.</p> <p>Shelter operation costs including the cost of maintenance, rent, security, fuel, equipment, utilities, food, furnishings, supplies necessary for the operation of the temporary shelter;</p> <p>Services, including essential services, housing search and placement services, and housing search and counseling services. 24 CFR 576.102 (a)(1), 24 CFR 576.105 (b)(1), and housing search and counseling services under 24 CFR 578.53(e)(8) and HUD ESG-CV Notice.</p>
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6.5 Rapid Re-Housing and Prevention Rental Assistance

Rental Assistance (24CFR §576.106)	
Allowable Expenses	<p>Monthly rent and any combination of first and last months' rent are allowable costs. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment.</p> <p>Rent assistance is limited to 24 months and includes any payment of rental arrears and last month's rent.</p> <p>Short-term rental assistance: Costs may not exceed rental costs accrued over a period of one to three months.</p> <p>Medium-term rental assistance: Costs may not exceed rental costs accrued over a period of 24 months.</p> <p>Rental arrears and associated late fees for up to six 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.</p> <p>Total to not exceed 24 months during any 3-year period, including any payment for last month's rent.</p>

6.6 Rapid Re-Housing and Prevention Case Management

Housing Relocation and Stabilization Services ([24CFR §576.105](#))

<p>Allowable Expenses</p>	<p>Housing Search and Placement Assessment of housing barriers, needs and preferences; Development of an action plan for locating housing; Housing search and outreach to, and negotiation with owner; Assistance with submitting rental applications and understanding leases; Assessment of housing for compliance with ESG requirements for habitability, lead based paint, and rent reasonableness; Assistance with obtaining utilities and making moving arrangements; Tenant counseling</p> <p>Housing Stability Case Management Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability; Using the centralized or coordinated assessment system to conduct the initial evaluation and re-evaluation; Legal services; Counseling; Developing, securing and coordinating services including Federal, state, and local benefits; Monitoring and evaluating program participant progress; Providing information and referrals to other providers; Developing an individualized housing and service plan;</p> <p>Assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing</p> <p>Training on infectious disease prevention and mitigation for staff working directly with those at risk of contracting the coronavirus costs are allowable as a standalone activity – not part of administrative costs</p>
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6.7 Rapid Re-Housing and Prevention Other Financial Assistance

Housing Relocation and Stabilization Services ([24CFR §576.105](#))

Allowable Expenses	<p>Rental Application Fees that are charged by the owner to all applicants Security Deposits equal to no more than 2 months’ rent. Moving Costs, such as truck rental, hiring a moving company, or temporary storage fees for a maximum of 3 months after the participant begins to receive services but before they move into permanent housing. Arrearages are not eligible. Utility Deposits required by the utility company for all customers (i.e. gas, electric, water/sewage Utility Payments for up to 24 months of per household, per service (i.e. gas, electric, water/sewage), including up to 6 months of arrearages, per service. Landlord incentives may be paid up to three (3) times the rent charged for the unit:</p> <ul style="list-style-type: none">a. Signing bonuses equal to up to 2 months of rentb. Security deposits equal to up to 3 months of rentc. Paying the cost to repair damages not covered by the security deposit or that are incurred while the program participant is still residing in the unitd. Paying the costs of extra cleaning or maintenance of unit or appliances <p>Volunteer incentives</p>
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7 Requirements of all Lead Grantees and Subgrantees Providing Direct Service

7.1 Coordinated Entry

ESG-CV funded projects must participate in the local Coordinated Entry (CE) as defined by Coordinated Entry System policies and procedures. Separate assessment and access points are allowable for prevention projects.

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

Coordinated Entry is encouraged to modify the assessment, scoring, prioritization and determining eligibility to prioritize those at high-risk for severe illness from coronavirus for shelter and housing consistent with fair housing and nondiscrimination requirements. Coordinated Entry projects are expected to adapt its policies and procedures to account for social distancing measures or increased demand. For guidance on adapting Coordinated Entry during the pandemic, see: [Temporary Changes and Suspensions for Coordinated Entry, Performance and Consolidated Homeless Grant funds due to COVID-19 Response.](#)

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

If the county or regional Coordinated Entry (CE) requires Emergency Shelters, Drop-in Shelters and Temporary Shelter Sites to fill beds through the regional CE process, those projects funded by ESG-CV must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

If the project has other funding sources that do not require participation in the CE process, the project must fill openings, beds or units funded with ESG-CV exclusively through the CE process.

7.2 Low Barrier Services

Households must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which ESG-CV funds are used. This includes housing case management.

7.3 HMIS

Lead/subgrantees providing direct service must enter client data into the Homeless Management Information System (HMIS) for all ESG-CV funded projects in accordance with the most current [HMIS Data Standards and ESG Program HMIS Manual](#).

7.3.1 Data Quality

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

7.3.1.1 Completeness

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

Agencies are expected to collect **first name, last name, date of birth, race, and ethnicity** from clients that give consent on the [HMIS consent form](#). **Agencies will never require a client to provide this information even if they have consented, but should gather it to the best of their ability.**

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

Examples of incomplete entries:

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

*Only measured for consenting clients.

Expected completeness measures for project types:

Expected Completeness Measures				
Data Element	Emergency Shelter	Night-by-Night/Drop-in Emergency Shelter	All other Housing Project Types	Street Outreach
Name*	85%	80%	95%	90%
Date of Birth*	85%	80%	95%	90%
Race*	85%	80%	95%	90%
Ethnicity*	85%	80%	95%	90%
Prior Living Situation	85%	80%	100%	85%
Destination	80%	50%	95%	50%

*Only measured for consenting clients.

7.3.1.2 Timeliness

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

Projects must enter/update project client/household data in HMIS **within 14 calendar days** following the date of project enrollment/exit.

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

7.3.1.3 Accuracy

Data entered into HMIS must reflect the real situation of the client/household as closely as possible.

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

Examples of data accuracy:

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

7.3.1.4 Consistency

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

All data will be collected, entered, and stored in accordance with the [Agency Partner Agreement](#).

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

and responses in HMIS.

Clients who refuse consent must be made anonymous per [Department of Commerce Guidance](#) and the [consent refused client entry guide](#).

7.4 Consent for Entry of Personal Identifying Information

7.4.1 Identified Records

- ✓ Personally identifying information (PII)¹ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the household is seen in person.

7.4.2 Anonymous Records

The following types of records must be entered anonymously:

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

7.4.3 Special Circumstances

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

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

7.5 Habitability Standards

Commerce does not exempt units or shelters from having to be compliant with local housing codes. Therefore, if there are requirements that are in both the local housing code and the Habitability Standards, the grantee must comply with the more stringent of the two.

¹ PII includes name, social security number, birthdate, address, phone number, email, and photo.

7.5.1 Minimum Standards for Emergency Shelters

If ESG-CV funds are used for renovation or shelter operations, the building must meet the minimum standards for safety, sanitation, and privacy provided in [Appendix C](#).

The lead/sub grantee must maintain documentation of compliance with the minimum standards for Emergency Shelter activities.

Habitability and environmental reviews are not required for temporary emergency shelters.

7.5.2 Minimum Standards for Permanent Housing

ESG-CV funds may not be used to assist a household in remaining in or moving into housing that does not meet the minimum habitability standards provided in [Appendix C](#). This restriction applies to all activities under Homelessness Prevention and Rapid Re-housing components, including rental assistance and housing relocation and stabilization services.

If a household is provided homelessness prevention assistance to stay in current housing, the housing must be inspected and found to meet the minimum habitability standards before the grantee incurs ESG-CV costs for any of the following:

- Providing any service to the household;
- Entering into a rental assistance agreement; or
- Making any payment on behalf of the program participant (e.g., rental or utility arrears, rental or utility payments, etc.)

7.6 Housing Inspections and Lead-based Paint Inspections

7.6.1 Housing Inspections

Housing Quality Inspections (HQS) may be done through video in order to adhere to COVID-19 safety recommendations.

Grantees are required to conduct initial inspections for clients receiving Rapid Re-Housing or Prevention Assistance, including assistance that is limited to rental arrears in current housing units. Lead-based paint visual inspections may also be required (see below).

The unit must pass inspection before the rent is paid. Inspections less than 12 months old performed by other housing providers can be used. Complete records of inspections and follow-up actions must be maintained in the household file.

Grantees may adopt the [HUD Housing Quality Standards \(HQS\)](#) inspection procedures or the Habitability Standards listed above. If HQS is adopted, inspectors must be certified.

7.6.2 Lead-based Paint Visual Assessments

The lead-based paint visual assessment requirement exists to protect vulnerable families from

potential health hazards. To prevent lead poisoning in young children, grantees must comply with the Lead-based Paint Hazard Reduction Act of 1992 and its applicable regulations found at [24 CFR §35](#), subparts A, B, H, J, K, M, and R.

A lead-based paint visual assessment must be completed for all units and shelters that meet the three following conditions:

1. The household moving into or remaining in their current unit is receiving ESG-CV financial assistance. **AND**
2. The unit was constructed prior to 1978. **AND**
3. A child under the age of six or a pregnant woman is, or will be, living in the unit.

A visual assessment must be conducted prior to providing ESG-CV financial 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 and must be documented on the HQS or HSS and maintained in the client file.

7.6.3 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 §35.115\(a\)](#).

If any of the circumstances outlined above are met, lead/subgrantees must include the information in the client file.

7.7 Duplication of Benefits

“Duplication of benefits” occurs when an individual or household receives financial assistance for the same service from multiple funding sources. Grantees must determine and document if the household is receiving assistance from other sources (e.g. philanthropy, faith-based, CDBG-CV, CHG, etc.) to avoid duplication of benefits as well as verify that the other form of assistance does not disqualify the eligibility of the individual or household. ([Section 312 \(42 U.S.C. 5155\)](#)).

7.8 Recordkeeping Requirements for Grantees Providing Rent Assistance

See [Appendix D](#) for recordkeeping requirements.

7.9 Data Collection

Federal rules require each lead/subgrantees to enter client data into a Homeless Management Information System (HMIS) per Section 7.3 and the Agency Partner HMIS Agreement (see Appendix E).

Each grantee must follow all state and federal laws governing HMIS, including collecting informed written consent from program participants, not denying service based solely on program participant refusal to provide data to an HMIS, protecting program participant confidentiality, not collecting personally identifying information from program participants that are victims of domestic violence, and other requirements defined in [RCW 43.185C.030](#), [43.185C.180](#), and [VAWA Reauthorization Section 605](#).

7.10 Termination of Participation, Denial and Grievance Procedures

Grantees must have written termination, denial, and grievance policies and/or procedures. The policies and/or procedures should be readily available to households either in written information or by posting the policy in a public place. It is important to effectively communicate these policies and/or procedures to households and ensure that they are fully understood.

Causes for termination may include, but are not limited to, failure to abide by any agreed upon requirements and fraud. A grievance procedure must include:

1. Written notice to the household containing a clear statement of the reasons for termination;
2. A review of the decision, in which the household is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision. This may include the household's right to question or confront staff involved; and
3. Prompt written notice of the final decision.

7.10.1 Denial and Grievance

Causes of denial of assistance include, but are not limited to, the household's ineligibility or failure to provide verifiable evidence of eligibility, etc. Established procedures should describe:

1. Circumstances in which a household may not qualify or would be denied;
2. Notification of denial; and
3. A household's right to review a grantee's decision.

7.11 Confidentiality of Client Records

Grantees must have policies and/or procedures to ensure that client records are maintained in a confidential manner as per [RCW 43.185C.030](#) and keep written records or files pertaining to households under lock and key with designated personnel granted access to those files.

8 Washington State’s Landlord Mitigation Law

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

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

9 Appendices

9.1 Appendix A: Required and Recommended Forms

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

- ✓ ESG-CV Household Eligibility – Prevention
- ✓ ESG-CV Household Eligibility – Rapid Re-Housing
- ✓ ESG-CV Household Eligibility – Re-Evaluation
- ✓ Third-Party Oral Verification
- ✓ Self-Declaration of Eligibility
- ✓ ESG-CV Utility Assistance
- ✓ ESG-CV Client File Checklist
- ✓ BVS Client Consent Form

The following form is recommended.

- ✓ Move in/move out condition report from the Commerce Landlord Mitigation Program [website](#)

9.2 Appendix B: Required Policies and Procedures

- ✓ Required written standards as described in 24 CFR 56.400 (e) of the ESG Interim Rule and adapted for ESG-CV including:
 - Summary of how ESG-CV funds are being used to prevent, prepare for and respond to coronavirus
 - Rent Limit Policy
 - Coordinated Entry Policies
 - Termination of Participation, Denial, and Grievance Procedures

9.3 Appendix C: Habitability Standards

The minimum standards for emergency shelters and permanent housing are:

- ✓ Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
- ✓ Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
- ✓ Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- ✓ Water supply. The water supply must be free from contamination.
- ✓ Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- ✓ *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.
- ✓ *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- ✓ *Food preparation.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- ✓ *Sanitary conditions.* The housing must be maintained in a sanitary condition.
- ✓ *Fire safety.*
- ✓ There must be a second means of exiting the building in the event of fire or other emergency.
- ✓ Each unit or shelter must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
- ✓ The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

9.4 Appendix D: Recordkeeping Requirements for Grantees Providing Rent Assistance

Homeless status

The grantee and subgrantees must maintain and follow written intake procedures to ensure compliance with the homeless definition in [§576.2](#). The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

(1) If the individual or family qualifies as homeless under paragraph (1)(i) or (ii) of the homeless definition in [§576.2](#), acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

(2) If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition in [§576.2](#), because he or she resided in an emergency shelter or place not meant for human habitation and is exiting an institution where he or she resided for 120 days or less, acceptable evidence includes the evidence described in paragraph (b)(1) of this section and one of the following:

(i) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or

(ii) Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.

(3) If the individual or family qualifies as homeless under paragraph (2) of the homeless definition in [§576.2](#), because the individual or family will imminently lose their housing, the evidence must include:

(i)(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance;

or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either: (I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker's recording of the owner or renter's oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter's verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies under paragraph (4) of the homeless definition in [§576.2](#), because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or

any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

At risk of homelessness status.

For each individual or family who receives ESG-CV homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the grantee and subgrantees. The evidence must also include:

(1) If the program participant meets the criteria under paragraph (1) of the "at risk of homelessness" definition in [§576.2](#):

(i) The documentation specified under this section for determining annual income;

(ii) The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in [§576.2](#);

(iii) The most reliable evidence available to show that the program participant does not have sufficient resources or support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition. Acceptable evidence includes:

(A) Source documents (*e.g.*, notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, public administrator, relative) or the written certification by the grantee and subgrantees' intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in [§576.2](#); or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the grantee and subgrantees' intake staff describing the efforts taken to obtain the required evidence; and

(iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of “at risk of homelessness” in [§576.2](#). Acceptable evidence includes:

(A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (*e.g.*, eviction notice, notice of termination from employment, bank statement);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the grantee and subgrantees’ intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of “at risk of homelessness”; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the grantee and subgrantees’ intake staff that the staff person has visited the applicant’s residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the grantee and subgrantees’ intake staff describing the efforts taken to obtain the required evidence.

Determinations of ineligibility

For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

Annual income

For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:

(1) Income evaluation form containing the minimum requirements specified by HUD and completed by the grantee and subgrantees; and

(2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);

(3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the grantee and subgrantees’ intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or

(4) To the extent that source documents and third party verification are unobtainable, the

written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

Program participant records

In addition to evidence of homeless status or “at risk of homelessness” status, as applicable, records must be kept for each program participant that document:

- (1) The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;
- (2) Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at [§576.101](#) through [§576.106](#), the provision on determining eligibility and amount and type of assistance at [§576.401\(a\) and \(b\)](#), and the provision on using appropriate assistance and services at [§576.401\(d\) and \(e\)](#); and
- (3) Where applicable, compliance with the termination of assistance requirement in [§576.402](#).

Centralized or coordinated assessment systems and procedures.

The grantee and subgrantees must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.

Rental assistance agreements and payments

The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.

Utility allowance

The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

Shelter and housing standards

The records must include documentation of compliance with the shelter and housing standards in [§576.403](#), including inspection reports.

Services and assistance provided

The grantee and subgrantees that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.

Conflicts of interest

The grantee and subgrantees must keep records to show compliance with the organizational conflicts-of-interest requirements in [§576.404\(a\)](#), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in [§576.404\(b\)](#), and records supporting exceptions to the personal conflicts of interest prohibitions.

Faith-based activities

The grantee and subgrantees must document their compliance with the faith-based activities requirements under [§576.406](#).

Other Federal requirements

The grantee and subgrantees must document their compliance with the Federal requirements in [§576.407](#) and [§576.409](#), as applicable, including:

- (1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under [§576.407\(a\)](#) and the affirmative outreach requirements in [§576.407\(b\)](#), including: data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds.
- (2) Records demonstrating compliance with the uniform administrative requirements in 2 CFR part 200.
- (3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
- (4) Certifications and disclosure forms required under the lobbying and disclosure requirements in [24 CFR §87](#).
- (5) Data on emergency transfers requested under [§576.409](#), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

Relocation

The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in [§576.408](#).

Confidentiality

- (1) The grantee and subgrantees must develop and implement written procedures to ensure:
 - (i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;

- (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - (iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the grantee and subgrantees and consistent with state and local laws regarding privacy and obligations of confidentiality.
- (2) The confidentiality procedures of the grantee and subgrantees must be in writing and must be maintained in accordance with this section.

Period of record retention

All records pertaining to each fiscal year of ESG-CV funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served.

Access to records

Federal Government rights. Notwithstanding the confidentiality procedures established under paragraph (x) of this section, the grantee and subgrantees must comply with the requirements for access to records in [2 CFR §200.336](#).

9.5 Appendix E: Agency Partner HMIS Agreement

The Homeless Management Information System (“HMIS”) is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community, through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

Lead grantees/ sub grantees and the Department of Commerce agree as follows:

General Understandings:

In this Agreement, the following terms will have the following meanings:

"Client" refers to a consumer of services;

"Partner Agency" refers generally to any Agency participating in HMIS.

"Agency staff" refers to both paid employees and volunteers.

“HMIS” refers to the HMIS system administered by Commerce.

“Enter(ing)” or “entry” refers to the entry of any Client information into HMIS.

“Shar(e)(ing),” or “Information Shar(e)(ing)” refers to the sharing of information which has been entered in HMIS with another Partner Agency.

“The Balance of State Continuum of Care Steering Committee” or “Steering Committee” refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at-large members.

“Identified Information” refers to Client data that can be used to identify a specific Client. Also referred to as “Confidential” data or information.

“De-identified Information” refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as “non-identifying” information.

Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to administer HMIS; to conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS); and to prepare reports that may be submitted to others in de-identified form **without** individual identifying Client information.

Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS system. Agency is responsible for determining and designating in HMIS whether information may or may not be shared using the Interagency Data Sharing Agreement available through Commerce.

Confidentiality:

Agency will not:

enter information into HMIS which it is not authorized to enter; and

will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.

Agency represents that: **(check applicable items)**

it is; is not; a “covered entity” whose disclosures are restricted under HIPAA ([45 CFR 160 and 164](#)); More information about “covered entities” can be found here:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html>

it is; is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: [42 CFR Part 2](#);

If Agency is subject to HIPAA, ([45 CFR 160 and 164](#)) or [42 CFR Part 2](#), a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.

If Agency is subject to any laws or requirements which restrict Agency's ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.

Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State [RCW 43.185C.030](#). No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.

Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with [RCW 70.02.220](#). If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.

To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

Information Collection, Release and Sharing Consent:

Collection of Client Identified information: An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.

Obtaining Client Consent: In obtaining Client consent, each adult Client in the household must sign the **HMIS Client Release of Information** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the **HMIS Client Release of Information**. If any adult member of a household does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. Unaccompanied youth may not sign the consent form for themselves.

Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.

Do not enter HIV/AIDS status in HMIS. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information.

Telephonic consent from the individual may temporarily substitute for written consent provided that written consent is obtained at the first time the individual is physically present at Agency.

A Client may withdraw or revoke consent for Client identified information collection by signing the **HMIS Revocation of Consent**. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personally identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.

This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.

No Conditioning of Services: Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to allow entry of identified information

into HMIS.

Re-release Prohibited: Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

Client Inspection/Correction: Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections may be made by way of a new entry that is in addition to but is not a replacement for an older entry.

Security: Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Among the steps Agency will take to maintain security and confidentiality are:

Access: Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.

User Policy: Prior to permitting any user to access HMIS, Agency will require the user to sign a **User Policy, Responsibility Statement & Code of Ethics** ("User Policy"), which is found on the Commerce web page (www.commerce.wa.gov/hmiswa) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy

Computers: Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:
owned by Agency or approved by Agency for the purpose of accessing and working with HMIS;
protected from viruses by commercially available virus protection software;

protected with a software or hardware firewall;
maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes;

accessed through web browsers with 256-bit encryption (e.g., Internet Explorer, version 11.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Commerce' HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system;

staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not

publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

Passwords: Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

Training/Assistance: Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).

Records: Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

Retention of paper copies of personally identifying information: Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

Information Entry Standards:

Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.

Agency will enter all data for a particular month into HMIS database by the 5th business day of

the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.

Agency will not alter or over-write information entered by another Agency.

Use of HMIS:

Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS participating agencies.

Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.

Agency will use HMIS database for legitimate business purposes only.

Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.

Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

Proprietary Rights of the HMIS:

Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password.

Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

Steering Committee: Commerce will consult with the Steering Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Steering Committee, which will try to reach a voluntary resolution of the complaint.

Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Limitation of Liability. Commerce shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

Disclaimer of Warranties. Commerce makes no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS to any other matter.

Additional Terms and Conditions:

Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.

Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.

Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

9.6 Appendix F: Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
 - d. "Contractor" means CHG Lead/subgrantees.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

- 3. Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
 - f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an

Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract

g. Data storage on portable devices or media.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for

return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

- 5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data Stored On:	Will be Destroyed By:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.

Data shared with Subcontractors. If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

Statement of Work

The Contractor shall provide the services and staff, and otherwise do all things necessary for, or incidental to the performance of work as set forth below:

The Contractor will work with the DSHS contact listed on page one (1) of this Contract to ensure personnel who specifically require access to the Data in the performance of their assigned duties, are granted access to the appropriate BVS Housing Profile in accordance with the terms and conditions of this Contract.

Consideration

DSHS will provide the information under this Contract at no charge to the Contractor.

Each party to this Contract shall be responsible for any expenses incurred in providing or receiving the Data.

This includes any costs for hardware/software upgrades, and costs to improve any systems or processors that will enable the Contractor to access the Data.

In exchange for the receipt of Data, the Contractor agrees to abide by the Terms and Conditions in this Contract.

The Contractor shall be responsible for any charges for Data loss.

Data Sharing.

Purpose:

Activity for which the Data is needed:

To allow the Contractor's Housing Program Providers to verify public assistance eligibility, improve access to housing assistance for recipients of CSD programs, and improve HEN Referral program efforts.

Description of Data

Data Elements:

The Housing Profile consists of the following BVS data elements:

- i. Client First Name
- ii. Client Middle Initial
- iii. Client Last Name
- iv. CSO, HCS, or HCA office
- v. Living Arrangement
- vi. Month of the Year (up to the past 12-months)
- vii. Program Type
- viii Household Number
- ix. DSHS Benefit
- x. Earned Income
- xi. Unearned Income
- xii. WorkFirst Sanction Amount
- xiii Intentional Overpayment Amount
- xiv. HEN Eligibility

Time frames(s) for Data disclosure or exchange:

The duration of the Contract or as amended.

Conditions under which, if any, that Data disclosed or exchanged can be linked to other data:

There are no conditions that permit linking of the Data with other data.

Data Access or Transfer

Method.

The Contractor shall access information via the DSHS BVS secure website.

Access to this website requires the user to have an email address approved by DSHS. DSHS will provide the initial password and the strong password must be changed to a unique strong password.

Requirement for Access.

Access to data shall be limited to the Contractor, who specifically requires access to the Data to perform their assigned duties.

The Contractor shall provide the DSHS Contact listed on page one (1) of this Contract, with the names, email addresses, and other contact information as required by DSHS, for all Contractor personnel requesting BVS access.

The Contractor must report within one (1) business day to the DSHS Contact person listed on page one (1) of this Contract after receiving notice that any Contractor personnel with access to the Data is terminated from employment or when their job duties no longer require access to the Data.

Prior to making Data available to their personnel, the Contractor shall notify all personnel of the use, confidentiality, and nondisclosure requirements.

The Contractor shall complete and sign a DSHS Notice of Nondisclosure form and agree to adhere to the use and disclosure requirements before accessing the Data.

The signed DSHS Notice of Nondisclosure forms shall be maintained by the Contractor and be submitted to DSHS upon request.

Frequency of Exchange.

Daily Access

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Limitations on Use of Data

The Contractor will access client information specific only to the Contractor's caseload.

CSD is the sole authority for any BVS system changes, suspension to BVS access, or BVS data enhancements.

If the Data and analyses generated by the Data Recipient contain personal information about DSHS clients, any and all reports utilizing this Data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.

Any and all reports using confidential DSHS data must have all personal identifying information removed.

Confidentiality and Nondisclosure

Both parties may use Personal information and other information or Data gained by reason of this Contract only for the purposes of this Contract.

Neither party shall disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal information, without the prior written consent of the person to whom the Personal information pertains.

The Data to be shared under this Contract is confidential in nature and is subject to state and federal confidentiality requirement that bind the Contractor to protect the confidentiality of the personal information contained in Economic Services Administration data. The Contractor may use personal data and other data gained by reason of this Contract only for the purpose of this Contract.

The Contractor shall maintain the confidentiality of personal data in accordance with state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure. The Contractor agrees to keep client information according to DSHS policy and procedures.

Neither party shall link the Data with Personal information or individually identifiable data from any other source, nor re-disclose or duplicate the Data unless specifically authorized to do so in this Contract or by the prior written consent of the other party.

The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to client data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means.

Contract Suspension:

DSHS may take certain actions in the event the Contractor is investigated by a local, county, state, or federal agency, for a matter which DSHS determines may adversely affect the access to or use of, Data provided under this Contract. DSHS May, without prior notice, suspend the access to or use of Data, and disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.

Disputes

Either party may submit a request for resolution of a Contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/Community Services Division/Attn: Contracts Unit
PO Box 45440
Olympia, WA 98504-5440

- 1. 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.
- 2. Protection of Data.** The Grantee agrees to store data on paper only, no electronic storage is allowable:
 - a. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 3. Data Disposition.** When the contracted work has been completed or when no longer needed, 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:
Paper documents with sensitive or confidential data	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
Magnetic tape	Degaussing, incinerating or crosscut

	shredding
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4. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared data must be reported to Commerce within one (1) business day of discovery.

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

9.7 Appendix G: Resources

[Emergency Solutions Grants \(EGS\) Program Components Quick Reference \(HUD\)](#)

[Emergency Solutions Grant – COVID 19 Notice](#)

[The Framework for an Equitable COVID-19 Homelessness Response \(National Alliance to End Homelessness\)](#)

[Homeless System Response: Planning a Housing Surge to Accelerate Rehousing Efforts in Response to COVID-19 \(HUD\)](#)

[HUD ESG-CV Resources and Webinars](#)

[Use ESG-CV to Help Those Currently Experiencing Homelessness First \(National Alliance to End Homelessness\)](#)

ATTACHMENT C

THURSTON COUNTY PLAN: COVID-19 OUTBREAK EMERGENCY HOUSING GRANT

Thurston County Plan
COVID-19 Outbreak Emergency Housing Grant

Thurston County has developed its preliminary plan to use Department of Commerce COVID-19 Outreach Emergency Housing Grant (COVID-19 EHG) funds in consultation with Thurston County Public Health officials, the City of Olympia, local homeless service providers, and shelter operators. This plan represents the County’s strategies as of the time the plan was developed in mid-March 2020 and is subject to change based on the changing circumstances of the COVID-19 outbreak and based on guidance from public health officials. The plan is supported and approved by the Thurston County Public Health Officer, Dr. Diana Yu.

I. Coordination with Local Public Health Jurisdiction.

In Thurston County, the Local Public Health Jurisdiction (LHJ), Thurston County Public Health and Social Services Department (PHSS), includes human services such as the Office of Housing and Homeless Prevention. The Consolidated Homeless Grant Grantee is Thurston County’s Public Health and Social Services Department (PHSS), Office of Housing and Homeless Prevention (OHHP). The PHSS Director, Schelli Slaughter, has the authority to sign the COVID-19 EHG grant agreement and sub-contracts that will be issued under this grant program. Director Slaughter leads the Policy Team on the County’s COVID-19 Incident Management Team, along with acting Thurston County Health Officer, Dr. Diana Yu. Tom Webster, the Program Manager for OHHP reports directly to Director Slaughter within the PHSS organizational structure. Furthermore, Keylee Marineau, the Thurston County’s Homeless and Affordable Housing Coordinator, has been assigned to the Incident Management Team (IMT) to ensure coordination and communication between the County’s COVID-19 emergency response and the public health efforts that are targeted to the sheltered and unsheltered persons experiencing homelessness in Thurston County. These natural and pre-existing relationships between Thurston County’s affordable housing and homeless team members and the County’s public health director ensure close coordination and consultation on the use of the COVID-19 EHG funds. This relationship is further solidified through the IMT to ensure that the latest public health guidance is considered in developing, implementing and amending this plan. Ms. Marineau will also ensure that updated public health guidance is provided in a timely manner to shelter providers and other organizations providing services under this plan. Table 1 reflects the Action Steps and Deadlines for implementing Thurston County’s COVID-19 EHG Plan.

Table 1: Action Steps and Timeline for Implementing Thurston County’s COVID-19 EHG Plan

Action Steps	Responsible Parties	Deadline
Complete COVID-19 EHG Grantee Plan	OHHP	March 23, 2020
Approval of Grantee Plan by Public Health Officer and submission to Commerce	Public Health Officer	March 23, 2020

Issue contracts for immediate priorities	OHP and Public Health Director	March 25 to ongoing
Weekly meetings with Incident Commander and Public Health Director on COVID-19 EHG	IMT Homeless Coordinator, Incident Commander, Public Health Director	Weekly beginning March 23, until Incident Command Team is disbanded
Weekly meetings with appropriate IMT position, including but not limited to Policy Team, Logistics Section Officer, and Planning Section	IMT Homeless Coordinator and assigned IMT representatives	Weekly beginning March 23, until Incident Command Team is disbanded

II. Estimate of Unmet Need

Our 2020 Point-In-Time (PIT) census preliminary data shows that there are 860 sheltered and unsheltered individuals in Thurston County, not including those in Transitional Housing. Furthermore, we know that the PIT data does not capture 100 percent of the people experiencing homelessness in our community. Through a non-scientific recording of individuals who declined to respond to the PIT survey, we conservatively estimate an additional 350 unsheltered in our community, for a total estimate of 1210 persons experiencing homelessness in our community. We know that this does not include many vulnerable people who do not meet the HUD definition of homeless, but who are unstably housed that are staying with friends or in other temporary situations.

From the total estimate of 1210 persons experiencing homeless, we know that 298 are in shelter beds. Based on guidance provided to shelters to create beds that have 6 ft of separation between residents, the number of shelter beds in our County will decrease to approximately 180 beds, resulting in a loss of 118 shelter beds.

In estimating the need of quarantine and isolation beds, we have made low, medium and high estimates. The table below are based on the estimate of 1210 persons experiencing homelessness.

Table 2: Estimates of Need for Isolation and Quarantine Beds for Persons Experiencing Homelessness

	Low Estimate	Medium Estimate	High Estimate
% of homeless population contract COVID-19	25%	50%	75%
% of positives will need isolation with non-serious symptoms	95%	90%	80%
% of positives will need hospitalization or equivalent level of medical attention	5%	10%	20%
% who do not contract COVID-19	75%	50%	25%
% who do not contract COVID-19 that need to be quarantined	50%	66%	90%
# pf people who need isolation beds	299	567	756
# of people who will need high level medical attention	16	63	202

# of people who need to be quarantined	473	416	284
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III. Proposed Activities

Thurston County has identified four categories of activities that it will support with COVID-19 EHG funding. These categories will be reviewed on an on-going basis with the Public Health Officer and modified as required by changes in circumstances or public health guidance.

- 1) Promote social distancing practices by providing basic survival needs for sheltered and unsheltered persons, including a significant increase in access to hygiene.
- 2) Provide funding to existing shelters to expand to 24/7 operations and to move to 6 feet of separation between beds.
- 3) Provide funding to create additional shelter space for those displaced due to the 6 feet of separation policies.
- 4) Identify and staff locations that can be used for quarantine and isolation beds for those who are known to be exposed to COVID-19 or that have Covid-Like Illness (CLI) symptoms or test positive for COVID-19 but don't require hospitalization.

A) Promote social distancing practices by providing basic survival needs for sheltered and unsheltered persons.

Thurston County intends to fund the following activities to allow persons experiencing homelessness who do not require a quarantine or isolation bed to remain in their current space as to minimize the need to congregate.

1) **Hygiene stations.** Thurston County intends to contract with the City of Olympia, and possibly other jurisdictions, to provide portable toilets and handwashing stations near to known unsheltered encampments, shelters that need additional hygiene capacity, and other public locations that are high traffic areas of persons experiencing homelessness. Thurston County will procure a hygiene trailer from a local source that is ADA accessible and able to be moved as per the need. Thurston County will also work with outreach agencies to ensure individuals have access to hand sanitizing and hygiene supplies when it is not possible to place portable toilets and handwashing stations.

Timeline: Immediate. Resources to be deployed in the community as soon as possible.

2) **Food and Meal Delivery.** Thurston County intends to take a two-pronged approach to providing food or meals to both sheltered and unsheltered people as several congregate meal programs have closed or changed to a "to-go" model.

i) Contract with Catholic Community Services (CCS) Community Kitchen program to provide 2 meals per day that are delivered to shelters, the City of Olympia's Mitigation Site, and other identified locations in the downtown Olympia area.

ii) Contract with a local provider to arrange for and deliver meals prepared by local restaurants that are feeling the economic impact of the COVID-19 outbreak. At least one meal per day will be delivered to unsheltered encampments outside the downtown Olympia area.

Timeline: Immediate. Thurston County can contract with CCS immediately, with expanded services beginning right away. Implementing the restaurant plan is expected to be in place by April 1st.

3) Survival Supplies. Thurston County will contract with Partners in Prevention and Education (PiPE) to expand its Hazardous Weather shelter-in-place activities to provide survival supplies to persons in unsheltered encampments to allow residents to remain in their encampments and minimize their need to leave the encampment to find life-sustaining supplies. Additionally, individuals experiencing homelessness that are displaced from shelters due to capacity issues will have access to survival gear such as tents, sleeping bags, portable showers, non-perishable food and water, and other identified survival items.

Timeline: Immediate. Thurston County will add funds to an existing contract to expand shelter-in-place and outreach activities.

B) Provide funding to existing shelters to expand to 24/7 operations and to ensure safe staffing.

Thurston County is working closely with shelter providers as they move to implement the 6 feet of separation guidance. Table 3 show the loss of shelter beds in our community due to the 6 feet of separation guidance. Furthermore, these shelters are all night-time only shelters which require residents to leave during the day. To promote social distancing practices and reduce exposure opportunities, Thurston County will assist shelter move to a 24 hour a day, 7 days a week operation.

Table 3: Shelters Beds with 6 Feet of Separation

Shelter	Maximum # of Beds	Maximum # of Beds with 6ft Separation	Difference
CYS – Rosie’s Place	35	23	12
Union Gospel Mission	65	40	25
Interfaith Works	42	25	17
Pear Blossom	70	46	24

* Salvation Army currently operates a cold weather shelter, but has indicated that it is not able to provide shelter beds past April 30, 2020.

For the existing shelters, Thurston County intends to provide funding to the following organizations to enable them to implement a 24/7 model, safe staffing, and proper social distancing.

- 1) Community Youth Services – Rosie’s Place.
- 2) Interfaith Works
- 3) Pear Blossom Place.

Timeline: Immediate. Thurston County will amend existing contracts to provide the additional funding for these shelters. Shelters may need up to 2 weeks to hire staff and make preparations to implement a 24/7 model.

C) Provide funding to create additional shelter space for those displaced due to the 6 feet of separation policies

As shown in Table 2 above, moving to 6 feet of separation in shelters will result in a significant decrease in the number of available beds. Thurston County intends to offset this loss of beds by funding the creation of temporary shelter beds, so vulnerable persons are not put at further risk of COVID-19 exposure due to displacement.

1) 2828 Martin Way. The City of Olympia currently owns a former medical office building that will be the future site of an affordable housing project. With minor repairs and renovations, the building can be used as a temporary shelter. Thurston County intends to contract with the City of Olympia to prepare the building to be used as a temporary shelter and contract with Interfaith Works to staff a 24/7 shelter on this location. This temporary shelter is expected to hold 30 beds.

Timeline: Short term. The timeline before this building can be operational is largely dependent on the completion of the repairs/renovations and when mattress and other supplies can be obtained. It is expected that the shelter could be operational by early April, unless there is a delay in procuring the necessary materials.

2) Hotel Vouchers. Family Support Center has a block of hotel rooms that it can access to expand its shelter capacity. In addition, the City of Olympia can contract with hotels to provide additional space for vulnerable persons on a limited basis. Thurston County intends to support both of these efforts and will explore others to expand access to hotel/shelter space, as needed to compensate for the loss of shelter space. Additionally, when extra shelter space is not sufficient for individuals to quarantine, temporary hotel vouchers may be used for the duration of their quarantine. Thurston county may also pursue leasing a block of hotel rooms until the end of June to ensure access.

Timeline: Immediate. Thurston County will contract with City of Olympia and amend an existing contract with Family Support Center to obtain access to these additional hotel rooms.

3) Expand Shelter Capacity. Thurston County continues to explore additional options for expanding our existing shelter capacity. Several possible solutions are under consideration, but require additional funding beyond what is currently available under the COVID-19 EHG funding or other identified resources.

Timeline: Long Term. Thurston County will continue to pursue these options and explore funding opportunities as the need for additional temporary shelter beds is urgent.

D) Identify and staff locations that can be used for quarantine and isolation beds for those who are COVID-19 positive, exposed to COVID-19 or that have symptoms of COVID-19 but don't need a medical bed.

At this time, planning to establish quarantine and isolation sites is the greatest challenge for Thurston County. While we have identified several possible locations to set-up quarantine and isolation sites, staffing these beds with appropriately trained professionals is a significant challenge.

It is the area of quarantine and isolation beds that OHHP must work most closely with Thurston County's Incident Management Team to identify available resources and to plan for staffing these beds. It is also the area that Thurston County needs the most support from the State and Federal Government to provide access to resources, supplies and staffing to support these efforts

1) Temporary Isolation Beds. For all Thurston County shelters, both existing and newly expanded shelters under Activity C above, Thurston County will require shelters to have an isolation room that can be used on a temporary basis for any shelter residents that becomes symptomatic until the person can be transported to a clinic or permanent isolation bed.

Timeframe: Short Term. Thurston County will immediately notify all shelter providers regarding the need to create an isolation space in each shelter. Implementation and staffing for this space is expected to be completed within 1 to 2 weeks.

2) Campgrounds, Gymnasiums and Churches. Thurston County has had preliminary conversations with several organizations about using existing facilities that can be transformed into a place for quarantine or isolation beds. These include discussions with several conference centers, churches and campgrounds. Thurston County's IMT is currently pursuing these options. Any and all quarantine and isolation bed facilities that become operational will be available to persons experiencing homelessness. Weekly meetings between the IMT Homeless Coordinator and other relative leaders of the IMT team will ensure appropriate coordination and planning so that persons experiencing homelessness who need and are eligible for quarantine or isolation beds have access to them.

Timeframe: Short Term. Thurston County intends to continue to pursue this opportunity with the biggest question concerning how to staff this facility.

3) Additional Isolation and Quarantine Beds. Thurston County continues to explore additional options for creating isolation and quarantine beds. Several possible solutions are under consideration, but require additional funding and staffing models beyond what is currently available under the COVID-19 EHG funding or other identified resources. Until a more cost-effective solution is identified, Thurston County will procure hotel rooms to be used for quarantine and isolation beds, as needed.

Timeline: Medium. Thurston County will continue to pursue these options with urgency in an effort to identify and stand-up operations as quickly as possible.

IV Budget

The preliminary budget in Table 4 below is an estimated budget that covers the time period of March 17, 2020 to June 30, 2020.

Table 4: Preliminary Budget

Activity	Task	Budget Estimate
A. Promote Social Distancing	1. Hygiene Stations	\$180,000
	2. Food and Meal Delivery	\$125,000
	3. Survival Supplies	\$150,000
B. 24/7 Shelter Model	1. All contracted shelters	\$400,000
C. Create Additional Shelter Space	1. 2828 Martin Way	\$180,000
	2. Hotel Vouchers	\$200,000
	3. Expand Shelter Capacity	\$260,000
D. Isolation and Quarantine Beds	1. Temporary Isolation Beds	Funded under B and C
	2. Campground, Gyms, Churches	\$300,000
	3. Additional Quarantine and Isolation Beds	\$500,000
E. Administration		\$145,000
Total		\$2,440,000

Thurston County will direct contributions from local jurisdictions and local fundraising efforts to leverage the COVID-19 EHG grant funds. Furthermore, Thurston County will direct eligible FEMA, as well as other available State and Federal funds to support the tasks identified in this plan. Commerce funds will be directed to those activities in this plan for which a separate source of funding is not identified. If sufficient funding is not identified to cover this full budget, priority funding decisions will be made in consultation with and at the direction of the Thurston County Public Health Director.



Dr. Diana Yu
Thurston County Public Health Officer

3-23-2020

Date